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Ontario. Royal Commission inquiry into labor dispute

Hearings

v. 36.

May, 1967



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ROYAL COMMISSION
INQUIRY INTO LABOUR DISPUTES
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HEARINGS HELD AT
OTTAWA

VOL. NO.
36

DATE
May 9, 1967

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IN THE MATTER OF The Public
Inquiries Act, R.S.O. 1960,
Ch.323

- and -

IN THE MATTER OF an Inquiry
Into Labour Disputes

BEFORE: The Honourable Ivan
C. Rand, Commissioner,
at Ottawa, Ontario, on
Tuesday, May 9th, 1967

E. Marshall Pollock

Counsel to the Commission

APPEARANCE:

C.P. Wright

Ottawa

International Typographic Union

Allan Histed

Representative

Allan Heritage

Representative

Nethercut & Young Limited, Official Reporters, 48 York
Street, Toronto, Ontario. Per: T.F. Conlin, sworn.

VOLUME 36

I N D E X

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Ottawa, Ontario,
Tuesday, May 9th,
1967

---At 10:00 a.m., the Hearing commenced.

MR. POLLOCK: Mr. C.P. Wright from
Ottawa.

MR. WRIGHT: Yes sir, and I am a
retired university professor.

MR. POLLOCK: Mr. Wright is appearing
in an individual capacity to make some representations
to this Commission in matters within his terms of
reference.

MR. WRIGHT: Thank you for giving me
this opportunity to address you. I should explain
first of all that I attended a meeting of the
Executive Committee of the Eastern Ontario Drama
League on Sunday afternoon, and at that time the
statement was made by one other member of that
Executive about some very heavy costs which had been
incurred in connection with a dramatic production,
an amateur dramatic production, because they were
performing in what he described as a union theatre,
so that they were compelled to employ a very large
stage crew, much beyond the needs of the production
itself. I understood from him and this, of course,
is hearsay evidence, that if they had not employed
that full stage crew and possibly musicians as well,
the building would have been penalized by being
declared black for all subsequent performances
whether professional or amateur. Now I don't want
to comment upon the organization of the professional

1 theatre as such or the professional entertainment
2 world although I think it would be pertinent for you
3 to make some inquiries about that if it is possible
4 for you to take the initiative in that matter. But
5 I did feel with respect to the amateur entertain-
6 ment world that it is very, very unjust that a build-
7 ing should be penalized because it had found it
8 financially difficult or perhaps impossible to make
9 use of the services of a full stage crew and other
10 union personnel not actually or definitely required
11 for that production.

12 THE COMMISSIONER: How do they deal
13 with such things as the little theatre?

14 MR. WRIGHT: The little theatre is an
15 amateur theatre entirely. I am not speaking about
16 that, this is another experience at Ottawa.

17 THE COMMISSIONER: But in the little
18 theatre they don't employ anybody like that.

19 MR. WRIGHT: No, I don't think so. In
20 point of fact when a repertory theatre, the pro-
21 fessional theatre ^{was} / operating in Ottawa I think it
22 was regarded as operating on such a small scale in
23 the high school auditorium that it was not regarded
24 as necessary to declare the building black.

25 THE COMMISSIONER: That was the one
26 on Sussex Street?

27 MR. WRIGHT: Yes, just off Sussex
28 Street on Gage Street. Now this again to some extent
29 is hearsay evidence. Some weeks ago an Ottawa paper
30 reported on the activities of the Orpheus Musical

1 Society and it was then said in that article that the
2 Orpheus Musical Society would probably find itself
3 unable to make use of the facilities being provided
4 for entertainment in the new National Centre for the
5 Performing Arts. They would find themselves victim-
6 ized, I think that would be the right word to use, to
7 such an extent by the union requirements in connection
8 with that building that they would be compelled still
9 to continue to perform in one of the high school
10 auditoriums of the town.

11 THE COMMISSIONER: I suppose this is
12 an international union?

13 MR. WRIGHT: So I was told, a very
14 tightly organized group of international unions.
15 That seems to be the fundamental difficulty, that a
16 blacklisting of that kind directed against a building
17 and not against a personal organization could be very,
18 very drastic and completely destructive for the pur-
19 poses of that building. That was the particular
20 point on which I asked to make a submission to you
21 yesterday, but if it would be permissible for me to
22 make submissions to you on some other points.

23 THE COMMISSIONER: Well anything that
24 you think you ought to speak on yes.

25 MR. WRIGHT: Thank you very much sir.

26 MR. POLLOCK: So long as it is within
27 our terms of reference with regard to labour disputes
28 we will hear anything.

29 MR. WRIGHT: I hope I can confine
30 myself within your terms of reference. It will

1 definitely be relating to labour matters. First of
2 all, perhaps in general, I might say that in dealing
3 with labour matters we seem to be dealing in general
4 with a matter that I would regard as coming within
5 the twilight zone, half way between the civil law
6 and the criminal law. That seems to apply to a good
7 many of the matters under discussion with relation
8 to this Commission. Secondly, I should like to
9 suggest that there has been some confusion of sorts
10 in popular terminology at least and perhaps even an
11 unpopular sort, in relation to the interpretation of
12 certain terms in the Ontario Labour Relations Act.
13 The term "contract" seems to be very generally used
14 in regard to the conclusion of agreements between
15 bargaining agents on the one hand and employers on
16 the other. Now I should like to submit, the term
17 contract is never used in the Ontario Labour Relations
18 Act in relation to the agreement. The word "agreement"
19 appears there but not the word "contract," and on this
20 point I should like to submit very strongly that the
21 collective agreement between the bargaining agent and
22 the employer is an agreement which defines the terms
23 of individual contracts, between individual employees
24 and employers.

25 THE COMMISSIONER: That is a very
26 difficult subject and has been the subject of treat-
27 ment in England.

28 MR. WRIGHT: I note that even Mr.
29 Carruthers in his book on Collective Bargaining in
30 Canada has spoken vaguely/ ^{on that,} but I think at the same

1 time the distinction between the agreement and the
2 contract can be made quite clear. The agreement

3 THE COMMISSIONER: There is no doubt
4 it is only
5 about that because/when the agreement comes to an end
6 and they are then in position to strike, that they have
7 any contractual relation at all with the employer. I
8 think it is impossible to say that everything has dis-
9 appeared between the individual and the employer.

10 MR. WRIGHT: Yes the individual contract
11 continues as long as the workers

12 THE COMMISSIONER: The question is how
13 the terms of the agreement may be incorporated into the
14 terms of the contract.

15 MR. WRIGHT: Yes I understand that.
16 Now that I think raises a point with regard to picket-
17 ing which was discussed very seriously yesterday.
18 Perhaps on that point I might say or interject this
19 thought. That it might have been possible to ask the
20 representatives of the Canadian Labour Congress
21 yesterday what they understood to be the exact terms
22 of the Criminal Code of Canada in relation to picket-
23 ing and in relation to the law of riot and unlawful
24 assembly.

25 THE COMMISSIONER: Well we have had
26 that from various sources, and it is not satisfactory.

27 MR. WRIGHT: No, but I think the
28 gentleman who said that he had conducted a good many
29 strikes must have been familiar with the terms of the
30 Criminal Code and yet he seemed to evade that particu-
lar point and I thought very unsatisfactorily.

1 THE COMMISSIONER: The interpretation of
2 the words gives opportunity for many diversions and
3 deviations.

4 MR. WRIGHT: I think the words in the
5 Criminal Code are quite distinct.

6 THE COMMISSIONER: They were using the
7 words to convey information. But I think that's
8 pretty well pointed up by what we have listened to in
9 the past two or three months.

10 MR. WRIGHT: Now this is a historical
11 item which crossed my mind. The law relating, that is
12 the Canadian law relating to people picketing was
13 introduced into the Canadian legal code in 1876
14 following a United Kingdom statute of 1875. Now when
15 the Criminal Code was presented to parliament in 1894,
16 that provision with regard to peaceful picketing was
17 incorporated in the Bill as first presented to
18 parliament. At some stage in the parliamentary
19 proceedings in the reading of that Bill in the Commons,
20 that provision with regard to peaceful picketing

21 THE COMMISSIONER: By way of exception.

22 MR. WRIGHT: I haven't been able to
23 find out what stage of the proceedings

24 THE COMMISSIONER: It was struck out
25 in 1894.

26 MR. WRIGHT: It was omitted then, yes.

27 THE COMMISSIONER: When was it brought
28 back?

29 MR. WRIGHT: It was brought back in
30 1934, and there again under rather curious circum-

stances.

THE COMMISSIONER: May I ask what your work was in university?

MR. WRIGHT: Economics, economic history and political science, those are the fields in which I chiefly worked. There were several universities in Canada, there was the Acadia University, in Saskatchewan, and New Brunswick.

THE COMMISSIONER: That was just curiosity on my part.

MR. WRIGHT: I have experience teaching in Harvard and Oxford too.

THE COMMISSIONER: Well you take a genuine interest then.

MR. WRIGHT: Yes. Now on this particular point with regard to the reappearance of that item with regard to peaceful picketing, the Bill as presented to parliament in 1934 did not include that provision for legalizing peaceful picketing.

THE COMMISSIONER: It simply declared that this section does not apply to attending there for the purpose of giving information.

MR. WRIGHT: But it reappeared in the Bill under very curious circumstances. It was presented to the House of Commons on the last Saturday afternoon of the session June 30th, as you imagine then the House was very, very thinly populated/and it was introduced without previous notice and the then Minister of Justice said it had been omitted as a proposed amendment to the Bill as an oversight. Now

1 June 30th was a Saturday and Sunday followed, then
2 July 1st was Dominion Day and I believe the House was
3 prorogued on July 2nd or 3rd, so that that particular
4 section was reintroduced in, I think, a most surrepti-
5 tious fashion.

6 THE COMMISSIONER: Who was the Minister
7 of Justice?

8 MR. WRIGHT: Mr. Hugh Guthrie. Now
9 that was an interjection but with regard to picketing
10 in general I would submit that picketing even as
11 practised at the present time is not merely prejudicial
12 to the employer against whom mass picketing is
13 directed by reasons of obstruction, but it can also
14 be prejudicial to other employers who wish to do
15 business with the man because the employees, the
16 unionized employees are encouraged by union conventions
17 to break their contracts of employment with their
18 employers by refusing to cross a picket line.

19 MR. POLLOCK: Of course those employers
20 do have a remedy against those employees who break
21 their contract of employment.

22 MR. WRIGHT: I agree that there is a
23 theoretical remedy but in practice it is very difficult
24 for the remedy to be employed and I think I am speaking
25 from my own general knowledge and I don't have any
26 specific knowledge on that point.

27 MR. POLLOCK: It has been put to us
28 that it is rather distasteful to have to discipline
29 your own employees.

30 MR. WRIGHT: And it may be dangerous too.

1 THE COMMISSIONER: And if they all took
2 that course you would be out of work and out of business.

3 MR. WRIGHT: Well that is a point that
4 I think needs to be taken into consideration with
5 regard to mass picketing. In fact I would go even so
6 far as to suggest that because of those two considera-
7 tions, mass picketing and the interference with the
8 business of employers and of other firms it might be
9 desirable or preferrable to prevent picketing at all.
10 Picketing seems to be a very peculiar privilege, even
11 if it is conducted within the strict limitations of
12 the criminal law.

13 THE COMMISSIONER: Well it was based
14 originally on the fact, and I think one decision of
15 the Supreme Court, that you couldn't object to the
16 intent on the part of strikers to persuade people as
17 a rational feature of influence, you couldn't stop
18 them trying to persuade people to sympathize with
19 them and have no business with the struck premises
20 and not enter the employment. It offends our whole
21 notion of the rationality of our civilization to say
22 that you can't try to persuade people to assist you
23 in the action. But it has gone far beyond that.
24 That is the weakest of the pressures which it
25 exercises.

26 MR. POLLOCK: I just wanted to ask a
27 question. When you use the term mass picketing what
28 numbers are you talking about?

29 MR. WRIGHT: Mass picketing would be
30 obstructing beyond the powers of the local police

1 force to control. That might be one definition of
2 mass picketing.

3 MR. POLLOCK: How many would that be?

4 MR. WRIGHT: That would depend on the
5 available police force and the degree of control which
6 the local government is willing or able to exercise.

7 MR. POLLOCK: Well in the City of
8 Ottawa and the City of Toronto and the larger metro-
9 politan areas you could have larger numbers of people.
10 Some definition of mass picketing is over a hundred
11 and some is over twenty-five and some is three or four
12 hundred. But you say that twenty-five would in most
13 cities or a hundred in most cities, would not amount to
14 mass picketing if you have a police force of some two
15 or three thousand police?

16 MR. WRIGHT: It is difficult to give a
17 specific answer to that. Yesterday I noticed that
18 Aristotle was quoted in the submission of the
19 Canadian Labour Congress and I was very much impressed
20 by that.

21 THE COMMISSIONER: Well I must say that
22 it didn't impress me that much because I knew that
23 Aristotle lived on the assumption that he was entitled
24 to have slaves.

25 MR. WRIGHT: Yes, and it occurred to me
26 then I might offer a quotation from a modern philosopher
27 Heigle and I can't give the reference but it was
28 quoted from Des Capital. He attributes this statement
29 to Heigle that the difference of degree can become a
30 difference in kind.

1 THE COMMISSIONER: Yes. But on the
2 other hand Heigle had finally come to the persuasion
3 that the ideal form of government was that of Trosha.

4 MR. WRIGHT: Perhaps I could suggest
5 this that the Criminal Code faces a problem in this
6 regard with respect doesn't it that it tries to define
7 an unlawful assembly with regard to numbers?

8 THE COMMISSIONER: That is a well known
9 fact and it goes back several centuries.

10 MR. WRIGHT: Well in creating a
11 difference in kind, it does create a specific number
12 and I think five is the number is it not that makes an
13 assembly an unlawful assembly.

14 THE COMMISSIONER: Well certainly one
15 can't be an assembly. I'm not sure I've just for-
16 gotten if there's any specific number. Of course that
17 is an assembly for a wrongful purpose and the object
18 is an illegal act whatever it may be. It is a well
19 known common law point that they were fundamentally
20 disturbers of the King's peace. It was the King's
21 peace that led to the generation of the number of
22 the minor offences.

23 MR. WRIGHT: It struck me that possibly
24 the reason a particular number was chosen

25 THE COMMISSIONER: I don't think you
26 will find and you may and we will see if there is any
27 specific number, but I don't recall that from Blackstone
28 but he may have it.

29 MR. POLLOCK: In Tremear's Criminal
30 Code the definition of unlawful assembly is not

1 limited to numbers. I'm sorry it says three or more
2 persons. It says "an unlawful assembly is an assembly
3 of three or more persons who with intent to carry out
4 any common purpose in such a manner or so
5 conduct themselves when they are assembled as to cause
6 persons in the neighbourhood of the assembly to fear
7 on reasonable grounds that they will disturb the peace
8 tumultuously or will by that assembly needlessly and
9 without reasonable cause provoke other persons to
10 disturb the peace tumultuously".

11 MR. WRIGHT: It is a very, very
12 interesting definition and it seems that a number is
13 chosen perhaps because three would be the largest
14 possible number with which a single policeman could
15 cope.

16 THE COMMISSIONER: Of course the
17 available police power becomes very important in these
18 matters. As a matter of fact it is one of the statutes
19 of the United States that is specifically referred^{to}/and
20 you have to show that the police force is not in a
21 position to maintain the conditions that ought to be
22 maintained as a condition of obtaining an injunction,
23 that is one of the conditions. Really the purpose of
24 equitable interference here as the Statute has enabled
25 it to be made is the fact that equity is most effective
26 in a process of continuing acts. The criminal law
27 deals with a single act. You do this, and that is
28 punishable. You come back the next day and you do the
29 same thing and you can do it every half day and every
30 week and every month. The criminal law isn't designed

1 to meet that sort of thing, it is like a continuing
2 trespass. A man is continuing digging at your coal
3 underneath. Now you can have him brought up for theft
4 that every pound of coal he takes can be looked upon
5 as a theft in itself and it is the continuing condi-
6 tion/^{of}that trespass ^{has}that / justified the end position
7 of equity. It is the continuity that is looked upon
8 as inadequate in the legal remedy. He can sue and
9 trespass of course but you would have to be keeping
10 up the issue of his writs.

11 MR. WRIGHT: On this point that you
12 made about the permissibility and the lawfulness of
13 peaceful persuasion, I should like to suggest this,
14 that perhaps peaceful persuasion might be lawful in
15 general but perhaps not so lawful at a particular
16 place.

17 THE COMMISSIONER: Well the conditions
18 might show that it really wasn't to pass on informa-
19 tion but to intimidate people and mass in the sense,
20 you might have a hundred people constitute a mass at
21 a small industry in a small locality.

22 MR. WRIGHT: On this point, and I'm
23 speaking not as a lawyer, but having made some reference
24 to the law of trespass, I understand that the right to
25 pass upon a highway is only a right to pass upon it
26 but it is not entitled to use the highway for other
27 purposes.

28 THE COMMISSIONER: That is an accepted
29 principle, particularly where the highways in the
30 early days were dedicated to the public because the

1 owner retained the legal title to the highway but with
2 the public having an easement over the highway. Today
3 in this province the highways are vested in the
4 municipality, but nobody has the right to go and put
5 a tent on the highway or move a house or doing anything
6 that is going to constitute an interference with the
7 general use by the public of the highway.

8 MR. WRIGHT: For that reason I would
9 suggest that anybody loitering on the highway outside
10 premises against which a strike is in effect even for
11 peaceful picketing may be trespassing on the highway.

12 THE COMMISSIONER: They may be guilty
13 of a nuisance if there is an interference with the
14 public right.

15 MR. WRIGHT: Then the question arises,
16 what authority is entitled to take action against such
17 a nuisance?

18 THE COMMISSIONER: That is a crime.
19 Public nuisance is an offence and it may also
20 incidentally ~~be~~ be a private wrong, if an individual
21 has a special right on the highway or a special action
22 which he is prevented from turning out and he suffers
23 damage, that is a trespass.

24 MR. WRIGHT: But the only authority
25 that can prosecute for the offence as I understand it
26 is the local authority, the person who suffered is
27 not

28 THE COMMISSIONER: Now I wouldn't say
29 that. Of course generally speaking a public nuisance
30 ought to be handled by the Attorney General. It is in

1 the public interest and not an individual interest.

2 MR. WRIGHT: Well I think if the wit-
3 nesses who have come who have formal submissions would
4 me to
4 it be appropriate for/withdraw at this point? I think
5 I've said everything I can.

6 THE COMMISSIONER: Yes.

7 MR. WRIGHT: Thank you very much for
8 the opportunity to appear before you.

9 THE COMMISSIONER: Thank you Mr. Wright
10 for appearing.

11 MR. POLLOCK: The International Typo-
12 graphical Union is next, Mr. Allan Histed and Mr. Allan
13 Heritage both representatives of the International
14 Typographical Union in Canada.

15 We have both had an
16 opportunity to read the Brief that was submitted. It
17 is some eleven pages long. The proceedings of this
18 Commission are extremely informal and the manner of
19 presentation we will leave to the participants. As I
20 say we have read the Brief and perhaps you might care
21 to read it again and we will discuss the matters that
22 are raised in it. We have some questions arising out
23 of the Brief and some other matters which have come to
24 our knowledge during the course of this Commission and
25 we hope we can embark on a fairly free discussion of
26 the matters which are of concern to us all. So Mr.
27 ^{you} Histed are/the spokesman? Both of you can feel free
28 to speak but let's have one of us at a time talk.

29 MR. HISTED: First I would like to
30 apologize for not appearing at the beginning. We

1 understood the Canadian National Trades Unions was to
2 appear and we checked and heard someone speaking and
3 thought they were in here presenting their Brief.

4 THE COMMISSIONER: Well they have been
5 delayed in some way.

6 MR. HISTED: Well we understood they
7 were in here and that is why we didn't come in sir.
8 However, there is only one point in reading the Brief
9 that we wish to speak with the Commission in this
10 respect that sometimes to get the proper perspective
11 it does help to read the Brief and if there is no
12 objection I would like to do so.

13 MR. POLLOCK: No please feel free to do
14 so.

15 MR. HISTED:
16 "Honourable Sir:

17 This brief is presented by the
18 International Typographic Union, which
19 has 27 local unions in Ontario, in 26
20 cities. Most of these 27 locals have a
21 varying number of contracts with
22 Employers, or Employers' Associations
23 in their respective local jurisdictions.

24 A number of these locals have been
25 in operation continuously for 100 years
26 and more. In 1869, these long-time
27 independent local unions requested
28 affiliation with the then National
29 Typographical Union in the United
30 States. Following acceptance of exist-

1 ing local unions in Canada in 1869, the
2 parent body changed its name to the
3 International Typographical Union.
4 During the years since, newly-organized
5 unions, mainly comprised of composing
6 room and mailing room workers, have
7 sought affiliation with the ITU, which
8 has been granted.

9 It is our understanding that your
10 Commission is particularly concerned
11 with the subjects of strikes, picketing
12 and injunctions. We welcome the oppor-
13 tunity to present to you our position
14 on these matters.

15 First, we wish to state that
16 strikes are relatively rare in our
17 union. There are many locals in our
18 union which have had contractual
19 relations for 50 years and more, where
20 there have never been any strikes or
21 lockouts. This is not to say that
22 negotiations on both sides have not at
23 times been intense.

24 We comment to you the fact that
25 since the labour dispute at the three
26 Toronto newspapers, which commenced on
27 July 9, 1964, when a number of our
28 members were discharged simultaneously
29 in each of the three newspapers, sub-
30 ordinate unions of the ITU in the

1 Province of Ontario have negotiated
2 mutually satisfactory contracts with
3 more than 150 newspaper and commercial
4 printing employers. There have been no
5 new strikes or lockouts in any ITU local
6 in Ontario since the Toronto newspaper
7 dispute commenced.

8 We wish to outline briefly certain
9 facts about the International Typo-
10 graphical Union operation, because of
11 certain statements made before the
12 Commission.

13 The International Typographical
14 Union is probably the most law-abiding
15 labour union on the North American
16 Continent. The membership conducts its
17 affairs on the basis of union laws. The
18 membership, not the officers, adopt
19 these laws and bylaws. The Executive
20 Council of the ITU, through its Inter-
21 national President, must interpret the
22 laws as a final authority, subject of
23 course to recognized appeal procedure.
24 The members of the Executive Council are
25 required by the laws of the Union to
26 administer such laws. The General Laws,
27 Bylaws and Constitution may be amended,
28 deleted, or added to at any annual
29 Convention of the Union. The General
30 Laws and Bylaws, if adopted at a

1 Convention, and if adopted there, it
2 must then be submitted to referendum
3 vote, by secret ballot to every
4 eligible member throughout the entire
5 ITU jurisdiction before it becomes a
6 law of the Union.

7 Before any strike action by a
8 local of the ITU can be legally recog-
9 nized by the President of the ITU, under
10 its own laws, he must assist in
11 negotiations personally, or through
12 his appointed proxy. The local union
13 must have completed all necessary
14 requirements of existing Labour Legis-
15 lation in the Province or State where
16 the local is situated, before such
17 local can be granted permission to hold
18 a strike vote. The International
19 President has no authority to order a
20 strike. Only the members of the local
21 union, in a meeting called to consider
22 the question, can vote themselves on
23 strike, by secret ballot. The members
24 of the local union involved, have the
25 sole right to vote by secret ballot to
26 terminate a strike or lockout whenever
27 they deem it necessary or advisable.

28 There is one matter we wish to
29 make clear. The officers of the ITU,
30 as well as the membership generally,

1 fully realize that no union laws or
2 regulations can supersede public law.
3 It is understood that any union law
4 which is contrary to public law is
5 inoperable so long as the public law
6 affecting it is in effect.

7 In concluding this preamble we
8 wish to advise the Commission that in
9 spite of the fact that the ITU member-
10 ship in Canada is less than one-tenth
11 of the total membership, there is one
12 Canadian elected to the Executive
13 Council, comprised of five Inter-
14 national officers. There has been a
15 Canadian as President of the ITU. The
16 Canadian locals and membership receive
17 equal rights and treatment with those
18 in the United States. Contrary to
19 propaganda, the ITU regularly returns
20 more in benefits to its local unions
21 in Canada than is collected in dues.
22 As a matter of fact, all moneys
23 collected from the Canadian membership
24 is deposited in Canadian banks, and
25 the ITU in nearly every year transfers
26 funds from the United States to pay
27 the balance required.

28 So far as the internal affairs of
29 the ITU are concerned, there is no
30 border between our two countries. Any

1 Canadian ITU member has the right to run
2 for any International office, with the
3 exception of delegate to the AFL-CIO,
4 which deals with U.S. legislative
5 matters, and only Canadian members may
6 serve as delegates to the Canadian Labour
7 Congress.

8 COMPULSORY ARBITRATION

9 The subject of compulsory arbitra-
10 tion has been discussed and debated for
11 many years, not only in this country but
12 in others. It has come to the fore in
13 Canada at this time because of several
14 strikes or threats of strikes in major
15 industries, national and regional.

16 The first point that should be
17 borne in mind is that in all jurisdic-
18 tions in Ontario, as well as the rest
19 of Canada, there is already a form of
20 compulsory arbitration operative during
21 the life of a collective agreement. As
22 you know, Labour Relations Acts require
23 that collective agreements must contain
24 a provision for settling all differences
25 arising out of the interpretation or
26 application or alleged violation of a
27 contract by arbitration. The ITU and
28 its affiliated locals have contained
29 such a provision in their contracts for
30 many years. In fact, for many years

1 before there were Provincial Labour
2 Relations Acts. Therefore, we make no
3 objections to this type of arbitration
4 on fair rules.

5 Before a strike is lawful, certain
6 statutory procedures must be completed.
7 One of these is compulsory conciliation.
8 It is not possible for the parties to
9 decide that negotiations are finished.
10 If they cannot reach a settlement, the
11 dispute must by law be referred to
12 conciliation or mediation. Only after
13 a certain period has elapsed following
14 the report of a board of conciliation;
15 action by the Minister of Labour; or a
16 mediator, are the parties free to take
17 economic action.

18 In our present society, the right
19 to strike is, in a sense, permitted and
20 exercised in many spheres other than
21 labour. When a business or firm decides
22 to curtail or close operations and does
23 so, it is in effect saying that it is
24 not prepared to continue operations in
25 a certain direction or at the price
26 prevailing at the time. We think there
27 are so many illustrations of how
28 management or firms can make unilateral
29 decisions, there is no point in listing
30 them.

1 Under present circumstances there
2 is no justification for the propaganda
3 to impose compulsory arbitration on the
4 workers. To control labour without con-
5 trolling the rest of the economy would
6 be unjust discrimination.

7 Compulsory arbitration in labour
8 disputes must bring with it controls
9 over wages which must be based on profits.
10 Therefore, the fine line between arbitra-
11 tion of wages and profits disappears
12 under any compulsory arbitration. Such
13 arbitration must take into account the
14 profit, how profit is obtained, good or
15 bad management, salaries of executives
16 and the whole of business operations
17 and practices.

18 Compulsory arbitration, therefore,
19 would eventually lead to a compulsory
20 control of profit, to control of business
21 methods and operations. In short, the
22 compulsory arbitration of labour
23 disputes invites--yea must include--
24 compulsory controls of not only labour
25 but business. There can be no effective
26 compulsory control for wages without
27 compulsory control of profits; no
28 effective control of profits without
29 compulsory control of business; no
30 effective control of business without

1 compulsory control of prices, goods made
2 available, distributed and complete
3 compulsory control of the economy of the
4 country.

5 We doubt the people or the govern-
6 ment are ready for any such totalitarian
7 dictatorship.

8 We submit that the wholesale con-
9 demnation of strikes, particularly those
10 permitted under present law, is
11 thoroughly unjustified. A strike is the
12 workers' only effective weapon to
13 achieve improvements when peaceful
14 negotiations have failed. Obviously
15 strikes are undesirable and should be
16 avoided if at all possible. This is
17 why strikes are not undertaken lightly.
18 No one considers them a tea party to be
19 welcomed. But when all other efforts
20 fail, they remain the only effective
21 alternative.

22 We suggest that if steps are taken
23 to eliminate or further regulate and
24 frustrate the right to strike in
25 Ontario, or Canada, we will take the
26 first major step toward undermining
27 democracy.

28 Those of us who have had experience
29 in negotiations know that without the
30 possibility of economic action hanging

1 over both parties, collective bargain-
2 ing would become a sham in most cases.
3 It is not the strike or lockout itself,
4 but the threat which is the important
5 weapon in collective bargaining.

6 In short, we suggest that the
7 right to strike is essentially part of
8 collective bargaining itself. Without
9 it, the Employer who has complete
10 control over the business has all the
11 power and the Union has little or
12 none.

13 Frustration over unnecessary
14 delays, often caused by conciliation
15 procedures, (which are presently being
16 modified), have actually helped cause
17 many strikes. Our Union is convinced
18 that good faith bargaining by both
19 parties, with an absolute minimum of
20 outside interference and delay, will
21 vastly improve labour relations in the
22 Province of Ontario and Canada. Any
23 further restrictions will most likely
24 result in more chaos.

25 With due respect to those not
26 engaged in our industry, we believe
27 that our employers, and our members,
28 know our industry best. Arbitration
29 of new or succeeding agreements has
30 only resulted in most instances in

1 constant bitterness. A voluntary agree-
2 ment, even though considered by both
3 parties as unsatisfactory (even after a
4 strike), can be lived with, realizing
5 that both parties have a chance for
6 correction the next time around.

7 INJUNCTIONS IN LABOUR DISPUTES

8 Our Union opposes the use of
9 injunctions in labour disputes. Not
10 because we condone violence or deliberate
11 law-breaking. There are laws to deal
12 with such conduct at present. It is the
13 constant advice and instruction by our
14 International officers and representatives
15 to make sure that our actions are legal
16 in any labour dispute.

17 In stating this, it is our position
18 that when a union has completed the
19 appropriate provisions of the Labour
20 Relations Act, and its members decide to
21 strike, that a worker's job should be
22 protected until the conclusion of a
23 strike or lockout. Also that the
24 workers be guaranteed the right to strike,
25 as qualified above, and this includes the
26 right to picket in support of such strike
27 and to boycott employers handling struck
28 goods, directly or indirectly, for such
29 conduct is usually in support of the
30 struck employer. It should also be pro-

1 vided that none of the above activities
2 shall be enjoined by any court.

3 All too frequently, the employees
4 whose activities on the picket line are
5 prohibited by injunctions are bewildered
6 and badly demoralized. They are not
7 aware of having done anything legally
8 wrong; but they are aware that their
9 jobs are in jeopardy--and they struck
10 to secure improvements in their work-
11 ing conditions and wages. Suddenly the
12 power and majesty of the state is
13 enlisted on the side of the Employer,
14 to prohibit the employees from demon-
15 strating and requesting support for
16 their cause. Surely, admitting the
17 right to strike, workers should be able
18 to demonstrate and to enlist support of
19 others without being hampered in their
20 efforts to do so and made to look and
21 feel like criminals.

22 It is our conviction that if
23 employers were prohibited from hiring
24 strikebreakers, there would be no cause
25 for them to seek injunctions. A strike
26 would then become a straight economic
27 battle and a negotiated settlement
28 would more quickly result.
29
30

1 THE USE OF STRIKEBREAKERS AND THE NEED
2 FOR ANTI-STRIKEBREAKER LEGISLATION

3 The principal weapon of organized
4 labour in pressing its collective bar-
5 gaining demands--as a last resort--is
6 the strike. A withholding of labour,
7 accompanied by picketing and other
8 tactics, in an effort to bring sufficient
9 economic pressure on an employer to reach
10 a settlement of a contract. Under
11 present legislation strikes may be
12 defeated by employers by a wide range of
13 counter-measures, including the right of
14 hiring replacements for employees on
15 strike. Although the importance and
16 feasibility of hiring strikebreakers
17 varies according to the industry, it is
18 evident that in those instances where
19 strikers may be successfully replaced,
20 the Union can lose all of its collective
21 bargaining leverage. Despite the in-
22 creased cost of recruiting such replace-
23 ments (such as in the Toronto newspapers),
24 some employers may indeed find such a
25 tactic preferable, rather than trying to
26 reach a settlement.

27 During the past years, it has
28 become evident in the United States,
29 and recently in Canada, (Toronto news-
30 papers and General Printers, Oshawa),

1 that employers are increasingly follow-
2 ing this course of action.

3 In the Toronto newspaper dispute
4 the employers imported numerous pro-
5 fessional strikebreakers. All these
6 professionals came from the United
7 States; some as far away as from
8 Florida and California. We have docu-
9 mented evidence to substantiate this
10 claim. The terms of employment in
11 Toronto were for a total of \$1,035 per
12 week, including salary and a \$15.00
13 per day for expenses--for a lock-in.
14 Other strikebreakers were recruited
15 throughout Canada from Vancouver to
16 the Maritimes. They were guaranteed
17 transportation costs, plus expenses
18 while in Toronto, and a minimum salary
19 far above that paid to ITU members
20 prior to the dispute. Note: We know
21 of no violence which took place until
22 after an injunction was granted and
23 strikebreakers began entering the
24 plants. Though strikebreaking is not
25 new in labour disputes in Canada, this
26 is the first time in recent years, to
27 our knowledge, that professional
28 strikebreakers have been used.

29 Printing trades crafts are not
30 the only unions that have been

1 afflicted with professional strike-
2 breakers. The Packinghouse Workers
3 concluded a long and costly strike, made
4 more protracted and expensive by the
5 availability of professional strike-
6 breakers.

7 The U.A.W. strike against Kohler
8 was extended by the presence of strike-
9 breakers, and cost the firm, the union
10 and the community many millions of
11 dollars, to say nothing of the suffering
12 and privation and loss of dignity
13 suffered by all concerned. The rubber,
14 textile, hotel and restaurant and dis-
15 tillery industries have utilized the
16 machinations of professional strike-
17 breaking firms. Even the Airline Pilots'
18 Association has uncovered a movement to
19 recruit maverick pilots for potential
20 strike "duty".

21 It is the accepted fact that
22 strikebreakers, floaters, ne'er-do-wells,
23 fly-by-nighters all shake employers down
24 for as much as four times the prevailing
25 wage scale, plus generous expenses.

26 With these concessions in mind, the
27 questions arise naturally: Why use
28 strikebreakers at all? Where does the
29 huge war chest come from? What sort of
30 suicidal urge prompts employers who have

1 had a tradition of amicable relations,
2 suddenly, and without provocation, to
3 close their minds and lock their doors
4 against some labour unions? Particu-
5 larly when they know their immediate
6 costs will skyrocket, and their product
7 will deteriorate. The answer to all
8 three questions is strike insurance,
9 a device which, in the event of a
10 strike or lockout, provides the
11 employer with almost unlimited funds.

12 Perhaps the most viciously con-
13 ceived strike insurance plan is that of
14 the newspaper publishers. For a
15 premium of a mere \$12,262.50 per year
16 (tax deductible as a business expense),
17 a newspaper where a strike or lockout
18 exists can collect \$10,000 per day for
19 50 days whether or not they continue to
20 publish. This plan, originally under-
21 written in New York, was declared
22 "against the public interest" by the
23 New York State Insurance Commissioner.
24 The publishers, unwilling to permit
25 public interest to conflict with their
26 own principal and interest, retaliated
27 by sending their strike insurance
28 business to Canada. It has since been
29 sent to another country due to protest.
30 The public be damned!

1 Attached hereto is a copy of the
2 booklet "The Story of Professional
3 Strikebreakers" and a copy of the booklet
4 "America Needs Labor Unions", for the
5 Commission's perusal.

6 Early in 1960, our Union, under the
7 leadership of President Brown, launched
8 an ITU-wide campaign in Canada and the
9 United States, aimed at outlawing the
10 trafficking in professional strike-
11 breakers. With the cooperation and
12 support of other segments of the Labour
13 Movement, there are now 13 states and
14 92 municipalities in the United States
15 which have adopted Anti-Strikebreaker
16 Legislation. This is long overdue in
17 Ontario and Canada.

18 In summary, we are opposed to
19 Compulsory Arbitration in settling
20 labour disputes. Injunctions should be
21 prohibited in labour disputes. Anti-
22 Strikebreaker Legislation should be
23 adopted.

24 Respectfully submitted,

25 Allan Histed, ITU Representative
26 and Allan Heritage, ITU Representative."

27 MR. POLLOCK: Thank you Mr. Histed.

28 Turning now to the question raised on the third page
29 of your submission that the International President
30 has no authority to order a strike. The International

1 President has authority to disapprove agreements that
2 are forwarded to him with the resulting effect that
3 if you can't accept an agreement you have to reject
4 it and therefore a strike is inevitable.

5 MR. HISTED: I can't agree that a
6 strike is necessarily inevitable because that situation-
7 in the first place the laws of the Union do provide
8 that when or before a proposal is submitted that it
9 must be approved by the President of the Union or the
10 Bureau of Contracts under his direction and instruc-
11 tion. After negotiations it must be checked again to
12 ^{that} see/it is in compliance and not contrary to the laws
13 of the Union or to the civil law. You, I believe, are
14 referring specifically to the Toronto situation where
15 a claim is that on several occasions the International
16 Presidents approved of proposals which the local
17 committee indicated they wouldn't recommend. However,
18 I might say that as was stated before this Commission
19 in Toronto by President McCormick that the local Union
20 did have a contract or a complete proposal that had
21 been approved by the International and a tentative
22 agreement had been reached but as it turned out under
23 the terms of the old contract which were still apply-
24 ing because conciliation had not been begun, the local
25 Union filed a grievance, sought to have it taken to
26 the joint standing committee and at which time the
27 employer claimed that if that was the interpretation
28 to be taken by the local Union they would then insist
29 that that section of the tentative agreement must be
30 reopened. When that was reopened the local Union

1 retaliated and opened another section and the company
2 started reopening other sections to where about a total
3 of nine sections were reopened before this proposal was
4 ever submitted to the company or to the members of the
5 Union. So that where tentative agreement had been
6 reached and where International approval had been given
7 to the local Union to present, it was the situation
8 where a grievance under a struck work provision, the
9 employer disagreed with this and insisted that it be
10 reopened. That was the history of that particular case.
11 Now there is a claim that on a next occasion that
12 agreement was reached with the local committee and was
13 disapproved by the International. This is not correct.
14 The local Union without any instructions, or without
15 checking out with the International, proposed the
16 additions of coverage over computer operations within
17 their contract. They did it in a very careless manner,
18 and the newspapers countered with wording and
19 presented it before the conciliation board which was
20 chaired by Judge Anderson. Judge Anderson insisted
21 that the local committee submit that to the Bureau of
22 Contracts and sent a telegram himself urging the Inter-
23 national President to give approval of contract
24 language submitted by the employers which was completely
25 unprotected. It gave no protection whatever over
26 something that had been previously covered in the old
27 contract. A section dealing with, that it was under-
28 stood and agreed between the parties that the area of
29 work which had been covered in the old contract, the
30 Union would not seek to expand and the employer would

1 not seek to decrease, whether on present operations or
2 any new process for equipment which may be entered into
3 it. Now the proposals submitted by the employers to
4 the Board of Conciliation as I said before, and it is
5 difficult to get into all the details because I was not
6 present before this Board of Conciliation, but I saw
7 the copies of the proposal, where a proposal to take
8 away from the Union an area which had been agreed in
9 the expired contract would be guaranteed to them in
10 any future negotiations. It was a proposal to set up
11 a data processing centre which was something that had
12 never to this time been proposed to any local Union or
13 organization.

14 THE COMMISSIONER: What do you mean by
15 that?

16 MR. HISTED: That a processing centre,
17 it means that rather than, there are special purpose
18 computers which are being used in the newspapers and
19 commercial printing firms which are single purpose
20 computers. In other words there is Rino type and
21 Harris Intertype.

22 THE COMMISSIONER: What do you mean by
23 purposes?

24 MR. HISTED: Mr. Heritage will get into
25 the computer because he has taken the course.

26 MR. HERITAGE: Your Honour, in the area
27 we are discussing on the special purpose computers versus
28 the multi-purpose computer, a special purpose computer
29 is a computer that is designed especially for the one
30 type of operation, and a multi-purpose computer such as

1 used in a data processing centre can be used for various
2 operations, from type setting and bookkeeping, etc. and
3 this is the difference. In a data processing centre you
4 can put in a multi-purpose computer because you are
5 going to use it for many other functions besides the
6 one. Whereas a special purpose computer you only need
7 to put it into a department to be used for one thing.

8 THE COMMISSIONER: That would be for
9 advertising and want ads?

10 MR. POLLOCK: I take a multi-purpose
11 computer is far more expensive?

12 MR. HERITAGE: Yes far more expensive.
13 At that time they were very expensive.

14 MR. HISTED: They have come down in
15 price now because there are many more being sold.

16 THE COMMISSIONER: But the employers
17 proposed this.

18 MR. HISTED: Yes, on a data processing
19 centre and it gave very inadequate language even though
20 as I repeat, they had agreed to the principle that any
21 area that we were now doing would be continued to be
22 done by our members no matter what principle or what
23 equipment or what process was to be accomplished. Now
24 this proposal was completely unacceptable. It was
25 extremely faulty and it would have considered what we
26 call under technical newspaper operations input and out-
27 put, and none of the maintenance to do with the various
28 equipments. Now there are a number of

29 MR. POLLOCK: What various equipment is
30 that?

MR. HISTED: There is all what they call peripheral equipment such as the readers and the reperforator units, all of this which is a large area of our work. However, there was no coverage for this area of work that I mention such as on readers and reperforators and so on. All it said was that under the old operation we got the copy and set the type and we proof read it and made it up and we completed the job. Now using the data processing centre we would not even be permitted to go into the data processing centre to monitor or even repair the equipment that was to be in the composing room, or to the modifications.

What I am trying to do at this time is indicate to you that the local committee did not agree and this is positive, they did not agree to recommend acceptance of this section. They assured the two representatives that came in following that time at the last meeting of the Board of Conciliation that they didn't know anything about a computer and they didn't know what the terms meant and they agreed to submit it to the President of the International Typographic Union for review to try and get some guidance on it. They knew nothing of what effect a computer would have on them. Now remember this is three years ago and we know a great deal more now and even they do too. However, that is Claim No.1, that the International rejected the proposal. Now there was another occasion during which I was in. I came into the situation with representative Martinok, a representative from the United States who had taken in-plant

1 training and also special courses in computers and was
2 very knowledgeable in this, but we continued to
3 negotiate on the question of computer. The employers
4 were seeking to confine it to perforation of tape.
5 Now/^{the}purposes of the Board, to give a little explanation,
6 there are several ways with which to accomplish or get
7 through the computer. There is magnetic tape, there is
8 the punch card system and the perforated tape system.
9 The purpose of the computer, the function of the com-
10 puter so far as composing room work is concerned, is
11 that instead of the perforator operator under justified
12 tape or under linotype operation or intertype, the
13 computer justifies and hyphenates, which eliminates a
14 great function of composing room work. During
15 negotiations at which I was present and so on, we
16 realized that the monitoring on a computer for a simple
17 one-operation would be practically nonexistent. How-
18 ever, we had the concern that should the employer
19 institute or put in photo composition for the purpose
20 of setting advertising, this can be run through a
21 computer and unless we had the monitoring of the
22 computer we would then lose a large, a very large area
23 of our work which had been done and which cost us a
24 great many jobs. However, in continuing through on
25 negotiations in the City of Toronto there are about
26 nine sections in dispute.

27 MR. POLLOCK: Your concern at this
28 stage was the loss of jobs?

29 MR. HISTED: Absolutely, and at that
30 time the only consideration that the employers had

1 given was simply that they would get a certain number
2 of weeks pay for^a/certain number of years service and
3 then if they weren't used why,out they were. In spite
4 of the contract provisions that they would always do
5 the same area work even though the area might be
6 reduced, that is,the volume of jobs might be reduced
7 as a result of eliminating by computer,first the un-
8 justified tape system where^{the}/perforator operator just
9 perforates continually and no justification or
10 hyphenation. They can set about six hundred lines an
11 hour under that system where under the justified tape
12 operation it cuts it down to about 375 lines to 400
13 lines per hour. I wish to make that point.

14 MR. POLLOCK: So then there is no other
15 stop afterwards.

16 MR. HISTED: That is right, and then
17 you see the hyphenating and justification which was
18 formerly done by the printer is eliminated by the
19 computer. We realized that this would cost us jobs
20 but we wanted to make sure that whatever was there
21 of our work would be done by our members. Now this
22 was the first case as I say where^a/data processing
23 centre had ever been proposed by any employer on the
24 continent; as a matter of fact I presume in the
25 world because this is why this was being done, and
26 a great deal of study had to be made.

27 THE COMMISSIONER: To whom would that
28 work be given if it was taken from you?

29 MR. HISTED: Well the hyphenation and
30 ^{be}justification would just/eliminated by the use of the

1 computer.

2 MR. POLLOCK: It would be given to the
3 machine.

4 MR. HISTED: That is right.

5 THE COMMISSIONER: But I understood
6 you to say what was given to the machine was taken
7 out of your jurisdiction?

8 MR. HISTED: Well what I pointed out
9 Mr. Commissioner was this, that we realized that the
10 elimination of hyphenation and justification would
11 cost a lost of jobs. We expected that and we
12 realized we couldn't do anything about that, but the
13 local Union had in advance negotiated a provision
14 for severance pay in the event of loss of jobs in
15 that connection.

16 MR. HERITAGE: I think what the
17 Commissioner is getting at if I may answer that, was
18 the work completely eliminated or was there some work
19 left to be done-is this what you had in mind?

20 THE COMMISSIONER: Yes that's it.

21 MR. HERITAGE: Yes, the computer, even
22 though it eliminates the jobs such as hyphenating and
23 justification, there was still work to be done such
24 as the program in the computer for the hyphenating
25 and justification had been modified, the format and
26 all programs are written for computer, they are not
27 fool-proof. In fact there / ^{were} many changes that had
28 to be made in the process of that program over a
29 period of time. Well the company's proposal was to
30 put this computer in a separate room, the data pro-

1 cessing room and people other than members of the ITU
2 would monitor the computer and operate the computer.

3 THE COMMISSIONER: Well did your original
4 employers do the function in monitoring the data pro-
5 cessing plant?

6 MR. HERITAGE: Well it didn't exist but
7 our people had done the work that the computer was
8 going to do or replace, and the publishers in previous
9 negotiations had agreed not only in principle but in
10 language in the contract, that any machinery or any
11 process that replaced or supplanted or performed the
12 same functions would be done by members of our Union
13 no matter where it was put. If it was put in a build-
14 ing outside the Toronto Star.

15 THE COMMISSIONER: You see it was really
16 the same result in work.

17 MR. HERITAGE: The same result in work
18 but we would lose jobs which we never opposed of course
19 because there were other means of taking care of it.
20 It might take one or two men where it took twenty-five
21 men to do the same job. But this we were not opposing
22 because we faced this in the hundred years of evolution
23 of the printing industry. But it was the principle
24 that even if there was one man, if this machine was
25 still going to do work that required one man to do the
26 function ordinarily done by us then our man should be
27 hired which was agreed to.

28 THE COMMISSIONER: What do you mean by
29 justification?

30 MR. HERITAGE: Justification is the

1 length of line in the newspaper to make sure that it
2 fits in the column.

3 MR. HISTED: I think every industry Mr.
4 Commissioner has their own lingo or expressions and it
5 is very apt and I have talked to architects and I've
6 talked to judges or lawyers and they have their
7 peculiarities.

8 THE COMMISSIONER: They lose them all
9 when they go on the bench.

10 MR. HISTED: But manufacturing plants
11 have various expressions which are well known.

12 THE COMMISSIONER: Well it's not the
13 usage of the appropriate term but the term that you
14 take with a well-fixed signification.

15 MR. HISTED: Yes, and not to get too far
16 into that, where the perforation of tape, that is all
17 the reading matter or classified advertising and even
18 advertising, is set on perforated tape and then run
19 through the computer for justification or hyphenation,
20 whatever is involved

21 THE COMMISSIONER: That is in prepara-
22 tion for the final press?

23 MR. HISTED: No, because I'm just going
24 to take you through the sequence. It would be per-
25 forated and fed through the computer and then it goes
26 through the line casting machine. Now when you are
27 using either justified tape or a linotype machine
28 with manual operation, the lines of type must measure
29 out to a certain length according to what is desired
30 or the machine will have too much space and it will

1 shoot the metal out and you will have what we call a
2 splash. Therefore, it is essential that under justified
3 tape or in the manual operation of a hot metal linotype
4 machine that a line must be within a certain limit of
5 the line length, and that is justification. Now you
6 will even^{notice}/some newspapers where you space letters to
7 get them a certain length because you can't hyphenate
8 or turn them around the line, and that is justification.
9 Hyphenation again of course is where you've hit that
10 line and spaced it out to the line length and you've
11 got it justified. Now under the system used in computer
12 operations you eliminate that because the computer is
13 set up through programming to place a hyphenate in when
14 it meets so many units or digits of the length of line
15 required according to the size of type that is to be
16 run through the linotype machine. Now I am interested
17 in this computer operation.

18 MR. POLLOCK: But I don't think it is
19 within our terms of reference.

20 MR. HISTED: Well this wasn't exactly
21 the point. However, there has been so much misunder-
22 standing that of course I'm deeply concerned in this
23 because we have simply been murdered by propaganda by
24 the newspapers or the news media,

25 but I would like to point this out that when
26 I came into negotiations along with the representative,
27 Martinok, late in April at the last Board of Conciliation
28 meeting on which there was no effort by the employers
29 so we had never even met the employers. Their lawyers
30 were present and the employers were there but we never

1 even saw them, the Board brought down a report stating
2 that they recommended that the parties get back together
3 and they felt that or the Board felt that we could reach
4 an agreement. Now, the representatives came in and
5 assisted the local committee and at our first meeting
6 we questioned the employers on their reasons for start-
7 ing up schools for training replacements for our members
8 and they assured us that they would not or would never
9 lock us out. I, on behalf of the International and with
10 full authority of the local committee, advised the
11 employers if that was the case they had no intention
12 of locking us out and we had no intention of striking,
13 then there was no purpose in having these training
14 schools. They claimed however that they would never
15 use them. I might say that prior to going into that
16 situation, for at least two months the newspapers had
17 had stories rather regularly, stating there was going
18 to be a strike of the printers in the three Toronto
19 newspapers and the local Union had never even discussed
20 the action, never. As a matter of fact we had no
21 intention and made no plans for it. However, the thing
22 that brought this up was simply asking whether the
23 President of the International Typographical Union had
24 his authority to disapprove of certain language met by
25 the local committee. Now the President of the Inter-
26 national Typographical Union is responsible to the
27 members to seek to protect our jurisdiction and our
28 members' jobs.

29 MR. POLLOCK: Which members' jobs, the
30 members of the local or the members of the International?

1 MR. HISTED: The members in the local
2 as well because you see they are members. In other
3 words we have a responsibility and I as a representative
4 have a responsibility to make sure that a local
5 committee or a local Union that don't know anything
6 about a program, that if I don't know something it
7 would go to somebody who does, and we have had men
8 studying the situation for as many years as we could
9 to get this information to us, and we knew certain of
10 the facts.

11 MR. POLLOCK: But in the particular
12 circumstances if the local being apprised of all the
13 possible ramifications to the local members make up
14 their mind and they are satisfied with that, then the
15 only concern would be that it might have some adverse
16 effect on a local that is existing in Ottawa or New
17 York or some other place. Is that the justification
18 that the International President would take to inter-
19 vene?

20 MR. HISTED: Well most certainly that
21 would be one reason, because a local committee who
22 knows nothing about computer operation admittedly and
23 had never even seen one until we arranged with the
24 Toronto newspapers to take him over to IBM. After
25 they went through and saw movies of the 1130, they
26 were more confused than before. However, the position
27 taken by the scale committee was this-that they would
28 recommend it if it could be approved.

29 MR. POLLOCK: Well I'm asking you a
30 hypothetical question to get away from these complex

1 matters. I am asking you if a local Union agrees and
2 it is within its knowledge and knows what the position
3 of the International is explained to them and this is
4 what's going to happen and that's what is going to
5 happen and they say I understand that and I appreciate
6 it and I don't care. We in this local Union want to do
7 it this way, and you say that is going to have an
8 adverse affect on a local Union in another jurisdiction
9 and we're not going to let you do what you want to do.

10 MR. HERITAGE: Mr. Pollock, on this
11 point I know what you are getting at and I think there
12 has to be some premise up to it. The ITU Bureau of
13 Contracts has set up a sort of legal department because
14 our local committee are very small. And they can't
15 afford legal counsel and they can't afford to investi-
16 gate standards and other points. It is a clearing
17 house to uphold the conditions, the basic minimum
18 conditions of a contract throughout the jurisdiction,
19 not only to protect the membership but to protect the
20 competitiveness in the newspaper industry or the
21 commercial industry, the same as the newspaper
22 publishers have the American Newspaper Publishers
23 Association which they consult from Canada on any
24 changes that the ITU is making in its language. So
25 we both have these departments and we have both had
26 them for many years and access for information. Now
27 the ITU President enforces the law which says that all
28 contracts must meet the approval of policy adopted by
29 the convention or by referendum vote whichever ^{it} has been
30 depending on whether it is in the Constitution or the

1 Bylaws, it must be sent to headquarters for approval
2 before it can be voted on by the membership. Now if
3 the membership want an approved agreement that will be
4 backed by the International if any difficulties arise,
5 backed by the International with assistance, with money,
6 etc., then it has got to meet the basic conditions
7 because this is what they subscribe to as members of
8 the International. However, there have been occasions
9 and several occasions where the local membership has
10 decided that they were not prepared to take a stand
11 on the issue and they have worked without an approved
12 agreement and not signed. In other words it is not a
13 signed agreement. And in some cases we have even had
14 in Canada here where people or local Unions have signed
15 agreements without the authority of the International
16 and then they've had to live with it. We haven't
17 expelled them or lifted their charter.

18 THE COMMISSIONER: You wouldn't support
19 them?

20 MR. HERITAGE: Well what we say is that
21 we still send them representatives. I myself have
22 gone in over the last ten years and helped them out
23 with problems but it is a case that you've got to have
24 some penalty to make them live up to the code of
25 ethics that they subscribe to when they became a
26 chartered affiliate.

27 THE COMMISSIONER: Well you simply say
28 that we have a uniformity of contract and certainly in
29 the central provisions over the whole area which we
30 occupy.

1 MR. HERITAGE: Which of course is
2 subject to the civil laws of the province.

3 MR. HISTED: I might comment in that
4 connection Mr. Commissioner. I might say that every
5 contract that we sign gets to the ANPA or the CDNA
6 that is the Canadian Daily Newspapers Association and
7 contract
8 if we sanction a / with any one of those newspapers
9 the next negotiation we go into we are confronted and
10 "that was approved there and we want it here."

11 MR. POLLOCK: But it is only advisory
12 it is not binding?

13 MR. HISTED: No but we are very con-
14 cerned about this that the weakest becomes the objective
15 of the various newspapers and we have; in other words
16 while it may be true or while it is true that when our
17 Bureau of Contracts reviews contracts or proposals
18 they have certain minimum standards adopted by the
19 membership below which we will not get approval. Now
20 if that is the case and a local committee in this case
21 submitted in certain language to the Bureau of
22 Contracts, and it was found faulty; it isn't the local
23 Union that has done that. Now I am confident that if
24 the local Union realized that if they signed a contract
25 which couldn't meet ITU approval and the Bureau of
26 Contracts then they wouldn't accept it because they
27 would want the support of the International in the
28 enforcement of that contract.

29 THE COMMISSIONER: Well they do in fact
30 on occasion accept a contract that doesn't conform.

MR. HISTED: There have been occasions

1 when they have not.

2 THE COMMISSIONER: Well it wouldn't
3 necessarily be rejected.

4 MR. HISTED: They have not been
5 expelled or anything like that but it is just simply
6 if they get into trouble on their contract and it
7 involves any expenditure or something like that, the
8 International is not going to expend International
9 money to fight to protect their contract which is not
10 up to the minimum standards. Now, we state in our
11 Brief on this particular case and I would like to get
12 this on the record, and particularly in a fair press.
13 That the first occasion when the employers claimed
14 that there was a proposal which was rejected by the
15 International President, that was corrected in
16 negotiations, and could have been approved and sub-
17 mitted. It was an action of the local Union grieving
18 under a section of the old contract. Now that is
19 No.1. No.2, the second time the employers claimed it
20 was rejected it was simply on the position that the
21 local union advised our International President that
22 they knew nothing of computers and yet the employers
23 claimed that they agreed that they would recommend it.
24 They did no such thing. Now the third time/^{when}this came
25 up I was present, and we had been in negotiations on
26 July 6th/^{when}we started, and we ended up on July 7th at
27 6:30 in the morning. Both representatives felt we
28 were very close to agreement and that is there could
29 be approval. But we knew there was fault but after
30 17½ hours of continuous negotiations as well as what

1 had taken place before we weren't in too clear a position,
2 and we stated that we would take this under advisement
3 and this is positive because the claim has been made
4 Mr. Commissioner that the ITU representatives stated
5 they would recommend and we did no such thing. I was
6 there. President McCormick said that he would recommend
7 acceptance of this wording on the computer which was the
8 only issue at that particular time with the qualifica-
9 tions providing it could be approved by the Inter-
10 national President. I questioned him on that and I
11 said to Mr. McCormick "Bob are you going to get back
12 into the same thing again three times in a row, will
13 you never learn that the employers will make use of
14 this if there is any change whatever?" I said that I
15 am satisfied that there are faulty provisions in this
16 which we are not able to continue and correct at this
17 time.

18 MR. POLLOCK: Doesn't that hold true for
19 any collective agreement?

20 MR. HISTED: Right. However, the claim
21 made to the general public, Mr. Pollock, is what we are
22 concerned with because the ITU representative's
23 President agreed to recommend. Mr. Del Perrigo of the
24 Toronto Telegram said "Mr. Histed if there are correc-
25 tions needed we will not use this again, we will con-
26 sider them". Mr. Gold said the same thing and Mr.
27 and
28 Richards, / the next day when we went back in with the
29 necessary changes they said that this was a repudiation
30 that the representatives had agreed to recommend this
and this was an absolute misstatement and we never did

1 agree. We said we would do the best we could and try
2 to get it as close as we could. Now I might point out
3 that actually on the Toronto newspaper situation on
4 which I think you were going to question, and this
5 leads up to it. First, the issue that caused the
6 Toronto dispute was not computer. We felt that we
7 were treading very close as a matter of fact on July
8 29th some considerable time after the dispute opened,
9 agreement was reached on the computer section which
10 eliminated the bad features of the computer language
11 as presented or negotiated as of July 7th, and our
12 major objections were security.

13 MR. POLLOCK: Security of what?

14 MR. HISTED: The clarification. In
15 other words there were terms in that language such as
16 standard services and we didn't know what standard
17 services meant. It said when a special purpose com-
18 puter is used exclusively for composing of work this
19 work would be done by members of the Union. Now just
20 to point this out, a technicality of why the Bureau of
21 Contracts found it was necessary for correction,
22 standard services meant nothing. We didn't know what
23 they meant and neither did the employers. But we went
24 over wordings that we came out to agreement on after
25 or by July 29th and one explanation was this; that
26 when a special purpose computer is used exclusively
27 for composing room work it will be the jurisdiction
28 of the Union. Now I think anyone in the newspaper
29 business realizes that if you use a computer exclusively
30 for composing room work and it is done by our members,

1 | what happens if you start using a mailing list on the
2 | computer and feeding that through. Is the jurisdiction
3 | still yours because it is no longer being exclusively
4 | used for composing room work.

5 | MR. POLLOCK: Did you claim it?

6 | MR. HISTED: We had to have that
7 | clarified.

8 | MR. POLLOCK: Would you claim it?

9 | MR. HISTED: Why certainly we would
10 | because it was done by our members, the mailers.

11 | MR. POLLOCK: Well this is another
12 | question that I wanted to ask earlier. If that is the
13 | case in the single purpose or whatever / ^{they are} called, the
14 | computers, on a multipurpose computer which required
15 | some reprogramming or something like that and the multi-
16 | purpose computer would be used for other operations
17 | that were not originally performed by people in the
18 | composing room, are you not saying that you are
19 | expanding your jurisdiction?

20 | MR. HERITAGE: No, this is not so Mr.
21 | Pollock. Of course you have to realize at this time
22 | that this was completely foreign to many people. We
23 | had in the previous three years seen it coming and we
24 | had sent several representatives to the different
25 | computer schools and a lot of us have gone through and
26 | been given explanations and we have sent representatives
27 | to become specialists in this field. This was completely
28 | foreign to the employers too. It's got to be
29 | appreciated that we could see this. They had been
30 | told by salesmen that this was a marvellous machine

Toronto, Ontario

it

1 and/would do all these certain types of things, but
2 we were not claiming at / ^{any} time and in fact we proved
3 this to the other Union that could have been involved
4 and they even came up with a statement that they
5 agreed that we were not claiming work that would
6 normally come under the jurisdiction of the newspaper
7 guild that took in all the office staff and circula-
8 tion and so on. And if a data processing centre was
9 set up we were prepared and it has been proven in
10 recent years because I've negotiated contracts of
11 data processing centers myself since then, where we
12 could work out an agreement of percentage of people
13 in the processing centre. In other words when it's
14 going to modify the programs for the composing room
15 or mailing room work which still comes under the juris-
16 diction of the ITU, mailing lists for the mailing room
17 delivery, and this is what Mr. Histed was talking
18 about, that when it does business office routine or
19 payrolling or advertising then people from that
20 department could work as a team in the data
21 processing centre. This approach was proposed and it
22 is feasible but unfortunately because it was foreign
23 to everybody they couldn't see that. This is a vast
24 machine that you put a program in and it is going to
25 do everything without anybody touching it, and this
26 was the unfortunate impression I think that the
27 employers had. Since then it has proven out differently
28 that you still need people to tell the machine what to
29 do and it could have been divided into functions for
30 different departments.

1 MR. POLLOCK: So you would have to have
2 a programmer from the Guild and a programmer from the
3 ITU and a programmer from the pressmen and a
4 programmer from anybody else, from the bookkeeping
5 people, a programmer for every function of this
6 machine.

7 MR. HERITAGE: Not necessarily because
8 in this case the Guild covered all of the functions in
9 the business office, the advertising department and
10 non-mechanical departments so therefore there would
11 only be one or two programmers for those people because
12 basically it would^{be}/accounting programming and it would
13 be the same type of programming. A punch card system
14 would more likely be used for those departments. But
15 in the mechanical end actually it would only be the
16 composing room involved and the mailing room and
17 certainly it could be eliminated if it was an ITU
18 member doing both composing room and mailing room
19 work, there would be no problem and no jurisdictional
20 problem because there would still be a member employed
21 performing that work. I would like to
22 mention at this time that it is ironic to say at this
23 time that I understand that the employers have now
24 purchased a computer that are more or less special
25 purpose computers to do composing room work rather
26 than multipurpose computers, because it is more
27 feasible I understand. It was a complete^{by}/foreign
28 concept and unknown, which I think you have seen in
29 the press over the last five years, the threat of
30 automation and everybody is in a cloud and they don't

1 know what it is going to do and how it is going to
2 effect them. It is because they don't understand it
3 and they haven't taken the time to look into it to
4 study it. You just can't have a salesman walk into
5 the office and maybe spend a couple of weeks with you
6 and tell you this machine is going to do this and that
7 and so on because they just don't do it. No machine
8 has. It still needs people to operate it and tell them
9 what to do.

10 MR. POLLOCK: At what stage, and you can
11 correct me if my understanding is wrong, but the
12 position was put by the employers that "we will
13 guarantee to all members of the present employment
14 force that none of you will be replaced by automation".

15 MR. HERITAGE: This was already in the
16 contract long before this issue came up, it was some-
17 thing about a guaranteed attrition but attrition isn't
18 the solution.

19 MR. POLLOCK: But it is the solution
20 ^{by} to those people present/in the Union. It may not be
21 the solution to those unborn thousands who may want
22 to become printers in the future.

23 MR. HERITAGE: Mr. Pollock, I should
24 say that we have never in the hundred years fought
25 automation or manning clauses or say that you must
26 have two men for that machine or anything like this.
27 We have never taken that position with new equipment
28 coming, I know you are going to think of another area
29 but I won't get into it.

30 MR. POLLOCK: But well you might get

1 into it.

2 MR. HERITAGE: We have never taken this
3 position and I submit for your perusal that we have
4 spent millions of dollars on helping the industry in
5 training.

6 MR. POLLOCK: Well I think you probably
7 realize the futility of it.

8 MR. HERITAGE: That is right. There is
9 no sense and there are other ways of approaching this
10 by longer vacations and shorter hours, etc. but in this
11 area attrition wasn't the solution. We told the
12 employer, these employees that are laid off we have
13 severance pay clauses I believe a thirty-eight weeks
14 relocation pay we had in our contracts where they
15 could be relocated and under our Union this is where
16 you get the definition "journeyman". For years when
17 a man finished his time he journeyed to some other city
18 to pick up a full steady job. So our position here
19 was that attrition wasn't the answer. The principle
20 that the employers had accepted for many years and in
21 language spelled out that any process or pieces of
22 equipment or whatever it was that replaced or
23 paralleled our work, composing room work or mailing
24 room work, our people would do it. Whether it only
25 required one man, because this is our whole history
26 when the linotype machine came in, when the photo
27 composition came in. We retrained our people and set
28 up schools and educated them not to fight it but to
29 make it work because there's more money in the pot and
30 we can negotiate more money at the bargaining table if

1 we can help the employer make the money. This has been
2 our whole theory. But if you start backtracking on
3 that and say well in this case and the principle you
4 agree to we are now going to back away from it. You
5 can have someone else operate the computer even though
6 it requires our men at the present stage with two
7 hours a day but when you go into photo composition it
8 might require four men for the full day and this was
9 the point that when they expanded from the first stage
10 to the second stage if our man wasn't in the data
11 processing centre doing composing room work and if
12 some other Union had people in there then even the
13 Labour Relations Board would uphold the other Union,
14 they wouldn't uphold us even if we turned around and
15 said "ah/we only conceded this point," because there
16 were only two hours of work a day in that processing
17 centre at the time of the installation. They would
18 say "well you conceded the point, how can you come back
19 now and say that you haven't had members of your
20 Union in there even though/now a four day's work for
21 four people." And this is how it developed.

22 MR. HISTED: I might just point this
23 out that no man would be laid off as a result of auto-
24 mation. It is a very nice statement and nice policy
25 but we must remember this-at the time we were operating
26 we had about a hundred members in the three different
27 newspapers who were some of them working every day of
28 the week but they had no regular time or no assurance
29 that they would be coming in the next day but they had
30 to show up every day. But as it so happened they would

1 be working five days a week.

2 MR. POLLOCK: Is there no restriction in
3 the contracts about substitutes working?

4 MR. HISTED: No. There is a provision
5 that until such time as the situation is clear or is
6 declared but in the Toronto situation it had to be
7 after so many days. Well the foreman just wouldn't
8 hire. If he was trying to avoid putting on a situation
9 he just wouldn't hire a substitute.

10 MR. POLLOCK: by putting on a situation
11 what do you mean?

12 MR. HISTED: We might call it permanent
13 staff.

14 MR. POLLOCK: And you couldn't get rid
15 of him. You've decreased your staff from 265 to 264.

16 MR. HISTED: Well it means without due
17 notice you can't reduce it. But you have to give some
18 notice insofar as the regular employee is concerned
19 whereas for the substitute if he shows up on Monday
20 morning and you don't need him he just walks ^{out} and goes
21 home.

22 MR. POLLOCK: But you can't reduce your
23 work force until you have completed all the work in the
24 shop which includes resetting the reproduction and all
25 the stock. Which takes about three years work
26 doesn't it, in some shops.

27 MR. HISTED: Well it just hasn't been
28 done for maybe three years.

29 MR. POLLOCK: But it exists there.

30 MR. HISTED: Well it is never done.

1 This phony overbogus which you call it is not correct,
2 it was originally desired by newspaper publishers
3 and
4 themselves back in the days/when it originated in
5 England about two hundred years ago where employers
6 say you had four newspapers and two would join
7 together and say all right now let us exchange work.
8 You set this ad and I'll exchange that and we can cut
9 costs and we will make Joe Doaks and Tom Smith pay the
10 cost because they can't exchange. This was the cause
11 of the drive for reproduction, not by our members.
12 However, the basic reason for reproduction

13 MR. POLLOCK: Who in those circumstances
14 would require the reproduction, certainly not those
15 two people who are trying to cut the costs?

16 MR. HISTED: No. It was the ones who
17 were having to pay the full cost and said in order to
18 make this equal they said we want you and they insist
19 you do the whole job.

20 MR. POLLOCK: They would want the Union
21 to insist and they would use the Union.

22 MR. HISTED: Yes to see that there was
23 fair competiton. So that they couldn't force or join
24 together and force each other out of business. However
25 I might say this, we listen to newspaper slogans, not
26 particularly trying to slur newspapers as I worked for
27 one for $21\frac{1}{2}$ years and I have a great respect for
28 certain newspapers on ethics and high standards and
29 there are many where I don't have any. But generally
30 speaking I would like to point out that the main
reason for the reproduction is simply to avoid contract-

1 ing out of our work.

2 MR. POLLOCK: Even to your own shops
3 that are organized by your own Union?

4 MR. HISTED: Well there are certain
5 things that could be said to that part of the arrangement,
6 however the local union just as in Toronto the way the
7 local unions, many of them do it they don't insist on
8 reproduction as long as there is no layoff.

9 THE COMMISSIONER: What is reproduction?

10 MR. HISTED: It is resetting of ads of
11 local advertising or advertisements that may have been
12 supplied by another newspaper in that city. In other
13 words national ads are exempt and even the local union
14 has the authority to declare what is national and what
15 is local.

16 MR. POLLOCK: People's Credit Jewellers
17 are not national?

18 MR. HISTED: Well as I said the
19 local union could determine whether that was or was not,
20 and that was the issue that the local union took, that
21 an ad which had always been reproduced the ^{day} they met
22 the employer notified them that that was no longer
23 going to be reset and the local Union took that under
24 struck work. As a matter of fact, Mr. Pollock, at the
25 suggestion of Bernie Tholl and I told them that they
26 took it under the wrong section and when Mr. Gold said
27 yes I said "Mr. Tholl you are the man who suggested
28 that they take it under and you suckered them." This
29 is a machiavellian situation and this plan in the City
30 of Toronto was planned for months or six months and

1 more before it happened. The employers started train-
2 ing schools and sent key staff to other places through-
3 out the United States for specialized training and they
4 lined up professional strikebreakers and then when the
5 local Union attempted to avoid any dispute, because we
6 knew what would happen and I could tell you of the
7 Union and of the membership; it was that if there was
8 a shut down in Toronto one of the papers was going to
9 go down. I won't mention it but one of them was in
10 difficulties because of going into a new plant and
11 having late starts and the presses were having
12 difficulty and they were losing lineage in advertising
13 because the circulation had dropped and so on.

14 MR. POLLOCK: It was the Telegram.

15 MR. HISTED: Well you said it, yes but
16 the fear was that one of them would go out of business
17 and we didn't want that. The last thing that the
18 Toronto Typographical Union and the International
19 wanted, we don't want to eliminate competition. But I
20 say that we never had any desire to strike. But what
21 caused the dispute was seven days while we are still
22 in negotiations, and appearances of eight sections
23 that were in dispute at the time we went in there had
24 been resolved to where we recommend and it could be
25 approved, the local committee would recommend, the
26 only remaining issue was that of the computer section.
27 The employers, seven days prior to July 9th in other
28 words at 4:40 on July 2nd, stated that they were going
29 to post their version of the tentative agreement and
30 supply it to the members and the foreman would hand it

1 to the employee and they would work under those condi-
2 tions regardless of whether an agreement had been
3 reached or not. On July 4th I believe it was a Sunday,
4 a special meeting of the Union, the members voted
5 approximately ^{600 to 5} / to request the International
6 President and Executive Council for permission to take
7 a strike vote which is step No.1 in our union, and/or
8 authority to declare a lockout in the event the
9 employers arbitrarily changed the existing conditions.
10 That was July 4th I believe. We proceeded to negotiate
11 on July 6th and 7th and we got close on the computer
12 and we proposed because we were concerned that we must
13 reach full agreement, we proposed to the employers
14 that because we might still have trouble with computers
15 and after this seven days' notice had come in, we
16 advised the employers that if they would agree to a
17 complete proposal containing all of those things that
18 had been tentatively agreed to and which excluded only
19 the computer and they would place in the contract that
20 they would continue negotiations on the computer
21 section that we would recommend a proposal to the
22 Union to sign a contract and have continuing negotia-
23 tions on the computer issue only. That is no matter
24 how long or how short it took, provided that they
25 would agree that they would not grant by contract any
26 of the disputed work on computers, that they wouldn't
27 grant any of that work by contract to the members of
28 any other union. And/it was to somebody who isn't a
29 member of the union then we would have no great
30 objection. We went that far and the employers refused.

1 MR. POLLOCK: I don't follow you. You
2 mean if they gave the work to non-Union people you
3 wouldn't complain?

4 MR. HISTED: Well we mightn't like it
5 but we wouldn't have lost our jurisdiction. We were
6 prepared to take that gamble and I might even read you
7 the wording if you are interested.

8 MR. POLLOCK: I wouldn't understand it
9 in any event.

10 MR. HISTED: Well it gives the principle
11 and
12 /if I could just give you the sense. On the evening of
13 July 2nd, 1964, the negotiation committee advised the
14 employers that if they imposed arbitrary conditions of
15 employment they would recommend to the Union that a
16 lockout situation will exist. That same night the
17 committee offered in an effort to avoid a crisis that
18 they would agree to recommend a complete contract
19 proposal including all sections tentatively agreed
20 upon by the committee providing the employers agreed
21 to include in the agreement that they would not assign
22 any computer operation while performing composing room
23 work to any other person, trade, craft or class cover-
24 ing composing room programming operation of the
25 computer, all input and output devices to a computer
26 performing
27 operation which is/composing room work and the main-
28 tenance of computer room work performing composing room
29 work in the matter of data processing centre/as
30 relating
to composing room work to be negotiated by a continuing
committee of the employers and the Union. The employers
rejected this proposal by the Union committee and they

1 all stated they were going to proceed with their plans
2 to invoke the change in working rules and President
3 McCormack on behalf of the committee stated "if they
4 arbitrarily changed the conditions they must accept
5 full responsibility for their actions".

6 MR. POLLOCK: Which they did I would
7 say.

8 MR. HISTED: Yes but I want to make this
9 point clear, that the Union internationally and locally
10 went so far as to offer to take a contract excluding
11 computer if we had that part mentioned in it, and they
12 refused. This is how far we went.

13 MR. POLLOCK: What would happen to that
14 contract if you couldn't have arrived at a satisfactory
15 agreement?

16 MR. HISTED: We appeared to be getting
17 close.

18 MR. POLLOCK: But if you couldn't
19 resolve that. You've been discussing this thing for
20 months.

21 MR. HISTED: I would say starting about
22 May.

23 MR. POLLOCK: All right, it is not
24 inconceivable that you might not agree on the language,
25 so that if you didn't agree what would happen?

26 MR. HISTED: That is something I don't
27 know. We didn't want a strike.

28 MR. POLLOCK: You couldn't strike.

29 MR. HISTED: No that is true.

30 MR. HERITAGE: If I may answer that Mr.

1 Pollock to follow your thinking. The local committee
2 had made this proposal that they were prepared to
3 recommend to the membership to accept all these items
4 that we had agreed to. Now they would have gone to the
5 membership and recommended acceptance and the company
6 could then have put the operations that had been agreed
7 to into effect and there would have been a signed agree-
8 ment.

9 MR. POLLOCK: Are you saying would or
10 would not?

11 (5 minute Recess).

12 MR. POLLOCK: If we could turn now to
13 an examination of the next point of compulsory arbitra-
14 tion and in view of your experience in the Toronto
15 typographical strike which I hesitate to say is lost
16 but at least it doesn't appear to be affecting the
17 Toronto newspapers to that great extent. Do you not
18 think the compulsory arbitration which would effect
19 the employers in that circumstance would be a happier
20 situation than a lost strike?

21 MR. HISTED: Of course some people
22 that
23 think/if you lose a situation, why to try and save that
24 and
25 one/we have every consideration for the Toronto Union
26 but whether to accept that situation or compulsory
27 arbitration because of that one situation, and then
28 agree to that principle, we find this is the case Mr.
29 Pollock. We agree to one case then we've got no grounds
30 on which to refuse it on another. I might say this and
I want to get this point in, that we had a principle,
where we had an agreement with the American Newspaper

1 Publishers Association that any question that was not
2 arrived at in negotiations wherever a local Union had
3 agreed to this principle and the employer had also,
4 that any problems left on conclusion of negotiations
5 would be submitted to arbitration of a board set up by
6 the ANPA of the American Newspapers Publishers Associa-
7 tion and of the International Typographical Union. We
8 went through that position for perhaps fifteen or
9 twenty years and during that period we made the poorest
10 gains in all of the history of the typographical union
11 with the exception of the part of the depression. We
12 do not agree that compulsory arbitration is the solution,
13 and if the local Union wanted on its own to submit a
14 matter to compulsory arbitration why that would have of
15 course been our position and they would have had to
16 take the responsibility for it. But we as an inter-
17 national are opposed to it, our members are opposed to
18 it and we just simply cannot agree to it. Now the
19 claim that you make is that the situation is lost
20 there. I can point out that in the City of Vancouver
21 where we had a strike with the Southam Company for
22 twenty-two months the paper was published every day.
23 They had brought strikebreakers in from all across
24 Canada. They were shut down for forty-nine days
25 because of the fact that other unions supported us and
26 then on orders of the International they were compelled
27 to return subject to suspension from the Union or
28 being replaced by other members of our Unions from
29 other cities. They did get back into operation
30 using strikebreakers. Even after twenty-two months of

1 strike, the employers did sit down and negotiate the
2 contract which replaced all of our members on the top
3 of the priority board and the Union had full control
4 over as to whether they would or would not accept
5 certain of those that had gone in as replacements. To
6 say that a strike is ever lost, we just don't know.

7 THE COMMISSIONER: But you did lose in
8 Winnipeg.

9 MR. HISTED: We have lost, and I might
10 say however that our members generally speaking would
11 rather lose a strike than weaken our position where we
12 just would be hopeless or go into compulsory arbitration
13 in the future. I might point out that before a strike
14 or lockout goes into effect the representatives advise
15 them of these possibilities and if they desire to go
16 ahead in that situation and we can see no other way to
17 resolve a matter then they have to take the responsi-
18 bility that this is what has happened.

19 THE COMMISSIONER: And the unfortunate
20 man who takes that responsibility and sees the strike
21 die and hears its last gasp and is compelled to go to
22 work, how do you treat him?

23 MR. HISTED: Well I think Mr. McCormack
24 pointed out to you that in the City of Toronto we have
25 placed at the present time about a 150 of our members
26 in there. Many others have gone to other cities and I
27 meet them in cities when I go around on associations.
28 They decide to leave rather than return to the paper.

29 THE COMMISSIONER: We had one person who
30 came up and I don't want to be inaccurate but I think

1 he stated he had been forty years as a Union man and
2 the only thing he got in return was a barrage of
3 language including others, Jack London, that was
4 appropriate seventy-five years ago possibly. It was
5 totally inappropriate today.

6 MR. HERITAGE: Well Your Honour with all
7 due respect it is still appropriate in the trade union
8 movement, a person who accepts an obligation as we do
9 in any organization when we join it, we make sure that
10 they read the constitution and accept the obligation.

11 THE COMMISSIONER: I know that but the
12 simple fact is that this particular man left because
13 the strike had been lost.

14 MR. HERITAGE: Well this is not true
15 Your Honour with all due respect.

16 THE COMMISSIONER: Well I'm not going to
17 accept that unless you show it.

18 MR. HERITAGE: The evidence shows to
19 the contrary. Unfortunately I gave the Press my copy of
20 the Brief to look at and I have the evidence to the
21 contrary. To go back in sequence and I'm very concerned
22 when accusations are made against any of our local
23 Unions and I make it a point to investigate the full
24 story even though the local has authority to decide on
25 these matters, it reflects on all of us right across
26 Canada and I cover all our locals across Canada and
27 this question had been raised - why was there this
28 situation. Investigating all the facts of the situa-
29 tion, the person in question had not appeared for
30 strike duty for over a week, and under the law any man

1 who does not appear is removed and loses his strike pay
2 for that period.

3 THE COMMISSIONER: Well how long did he
4 appear?

5 MR. HERITAGE: He had appeared.

6 THE COMMISSIONER: But for how long?
7 He had worked for over a year.

8 MR. HERITAGE: But I'm trying to point
9 out that we have never had and this is the only man
10 that done this, or had been in this position. I want
11 to give you the sequence of events because I know this
12 has bothered you having any man having his rights in
13 way affected. But this man appeared when he didn't
14 receive his cheque he appeared in strike headquarters
15 and he went in to the local director and said "I have
16 not received my strike cheque, why haven't I." And the
17 local director said "well you didn't appear to do strike
18 duties and every one is obligated to do this" and the
19 law states that if you don't and which is subject to
20 appeal if they are cut off strike, they can appeal to
21 the local union and appeal to the International with
22 the reasons why they didn't appear.

23 MR. POLLOCK: What were the strike
24 duties he refused to do?

25 MR. HERITAGE: He didn't even say that
26 he refused to do it. All he didn't do was appear.
27 You have to sign in each day. Each day you have to
28 sign in that you appeared on the line and he would
29 work four hours a day, and if for reason of age or
30 reason of health he could be put in the office on the

with

1 telephone and we did this / many people. He could
2 be put in the office on mailing out literature and this
3 was done with many of the old timers because of their
4 age that they couldn't walk on the picket line for
5 four hours. This was acceptable, and he didn't do
6 this. What he came in and did, to clear the record on
7 it he came into strike headquarters and he stated that
8 unless he got his strike cheque, he didn't care whether
9 he reported or not that unless he got a strike cheque
10 he was going to go back to the Toronto Telegram or
11 back to the newspaper. The strike director/said/well you
12 have the right of appeal but I have no authority to
13 give it to you. You cannot get it because you did
14 not sign the roster and he said well then I am going
15 to go back to the newspapers tomorrow and they said
16 well go ahead, there's the telephone. If this is your
17 decision and if you want to appeal, phone. He phoned
18 the Telegram where he used to work and they wouldn't
19 accept him back. I'm not going to go into the history
20 of why they wouldn't accept him back but they wouldn't
21 accept him back. He phoned the Star and the Star was
22 short in that classification so they accepted him.
23 Since then however he appeared before the Commission
24 of course but since then he said before this Commission
25 that he was faced with garnishees and so on. This had
26 nothing to do with the Union. This was the Credit
27 Union. He was faced with these court procedures
28 because he owed a Credit Union which is outside our
29 organization. He owed them several thousands of
30 dollars. These were the people who took him to court.

1 Now the proof of the pudding is this, that the same
2 individual after he condemned the International, etc.,
3 and made several statements against them he sent a
4 letter after he appeared before the Rand Commission,
5 he has sent the letter which I have in my file which
6 the reporter borrowed, he sent the letter to the
7 International condemning the local union agreeing the
8 International had nothing to do with it and could he
9 come back into the ITU because he didn't find the
10 conditions in the newspaper suitable to him.

11 MR. POLLOCK: Would you send a copy of
12 that letter to us?

13 MR. HISTED: I have this letter here and
14 I would just like to point out here that the reason he
15 gives here, in other words before the Board he condemned
16 the International President, claiming ^{that} /President Brown
17 because he didn't support him at an election and forced
18 these members to go out on strike, which I find it pretty
19 hard at times to buy myself. In this letter he states
20 that the reason that he went back in and I would just
21 like to read it because there are reporters present,
22 this is 62 Lyle Avenue, Toronto 13, Ontario, Canada.
23 He didn't date the letter but it is stamped received
24 at headquarters February 23, 1967, and addressed to
25 "Mr. Elmer Brown, President of the International Typo-
26 graphical Union, Colorado Springs, Colorado, U.S.A.
27 Dear Mr. President. The enclosed speaks for itself.
28 Up until the summer of 1956 I was a loyal and sincere
29 member of the Toronto Typographical Union.

30 You may recall that I

1 wrote complaining of an injustice, forty years' member-
2 ship does not rub off lightly. The ITU should take the
3 same action here as was taken in 1921 and '23. An
4 auditor, a reassessment official assigned to salaried
5 incumbents removed and elevated to the picket line"
6 Now he's referring back to a commercial strike in 1921
7 and that they have brought in an auditor and removed
8 two local officers and put in the auditor from the
9 International. "Through their stupidity and incom-
10 petence the image of the ITU is nil" and he is referring
11 to the local officers here. "Slovenly pickets lounging
12 against buildings and carrying crude handmade placards
13 bearing no union label, some mornings one or two, and
14 on Friday, cheque day, dozens. Never a member of the
15 executive or official president, too busy playing poker
16 in the Adelaide Street garage or drinking in the Lord
17 Simcoe Hotel. They're returning to work as rats rest
18 upon local union officers. In my case through depriva-
19 tion of seven days strike benefit protest against per-
20 forming this, a most distasteful assignment against the
21 newspaper I formally worked for, I was willing to per-
22 form the same against the two other papers. I ask that
23 I be restored to full membership and that my union card
24 108448 be returned to me. Sincerely, Walter H. Moore."

25 MR. POLLOCK: Can I keep this as an
26 exhibit?

27 MR. HISTED: Yes, most certainly, we
28 brought it for that purpose.

29 MR. HERITAGE: Getting back to this, I
30 understand the emotions having been involved, but the

fact of this, there are other letters sent to the officers of the different unions, very emotional letters and making accusations and telling one officer he is going to die of cancer and things like this.

MR. POLLOCK: Telling one officer who was going to die of cancer?

MR. HERITAGE: An officer of the Toronto Typographical Union.

MR. POLLOCK: But telling him that Moore was going to die of cancer.

MR. HERITAGE: No the officer of the union. They were very irrational statements and I think from the history of the man, looking into the history of the man in the Toronto Telegram, that this man was not taken back because of his performance. He was actually protected in the Toronto Telegram by the Union for many years because of his age. He was protected there but they wouldn't take him back.

THE COMMISSIONER: What is the age beyond which he can continue?

MR. HERITAGE: Under our contracts there is no compulsory retirement, a man is protected until he desires to retire. We feel that the man decides to retire not the company.

THE COMMISSIONER: But he wasn't sixty-five?

MR. HERITAGE: No, but for his habits and what he was doing.

THE COMMISSIONER: What were his habits? He said he had been in that work for forty years.

1 MR. HERITAGE: Well I didn't want to
2 get into casting a reflection on the man's reputation.

3 THE COMMISSIONER: Well I understood from
4 him that during the whole of the winter, the first
5 winter, and the strike was in July and he worked until
6 the following^{year}/or a year following September, and he
7 was out as far as I can recall it his time was between
8 twelve midnight sometimes and six in the morning,
9 and he kept that up all winter. As far as loyalty to
10 the Union is concerned he seems to present a very
11 powerful case. Forty years of loyalty as he stated
12 and it is not challenged. Then when the strike is
13 lost as it has been, and he is sorry, he is treated
14 with such ruthlessness.

15 MR. HERITAGE: With all due respect sir
16 the facts do not bear this out. The man in his own
17 letter states that the only reason why he went back
18 is not because the strike was lost but he went back
19 because he was not paid the seven days strike benefits.
20 He says it in his own letter. And this is the
21 evidence that I received on inquiry. Now not going
22 into the man's reputation, but why didn't the Toronto
23 Telegram where he went back he says before the
24 Commission, he went back because of pension and other
25 benefits, why didn't they take him back. Now without
26 going into his reputation

27 THE COMMISSIONER: I know that but he's
28 simply a wounded member.

29 MR. HERITAGE: But we have men of fifty
30 and sixty years who are still on the picket line. We

1 have members who have gone in or I should say have gone
2 in, we have members gone in and came back out.

3 THE COMMISSIONER: What are they doing
4 today?

5 MR. HERITAGE: These men are still
6 receiving \$90.00 a week strike pay.

7 THE COMMISSIONER: Yes and they are
8 complaining about the unfairness or the brutality of
9 the treatment they have received, not from you but
10 from the employment.

11 MR. HERITAGE: Yes but some of these
12 old timers I've seen some of them working in Brampton,
13 in Galt, and people who wanted to find jobs and wanted
14 to relocate, we have put them in places. Sure they
15 are not on/^alarge salary and all these benefits but
16 even now if they went back in they would lose all
17 these pension benefits they had before and none of
18 them have got them. This certain individual never
19 got them. He went to another newspaper and he started
20 out fresh.

21 MR. POLLOCK: He has the insurance
22 benefits that he had under his policy of insurance
23 which to a man who is sixty some years old and probably
24 not in that good health he couldn't get anything else.

25 MR. HERITAGE: I can't say this for
26 sure but if I recall there were some restrictions in
27 those policies about age when you became a new
28 employee and if you were a certain age.

29 MR. POLLOCK: But he wasn't a new
30 employee.

1 MR. HERITAGE: But he was at the
2 Toronto Star. He went into the Toronto Star as a new
3 employee. He didn't go to the Telegram, they wouldn't
4 take him back and this is the point.

5 MR. POLLOCK: But he said his insurance
6 benefits were continuing. Now I don't have any
7 evidence to the contrary.

8 MR. HERITAGE: But if he is hired by a
9 different employer they're not going to continue some-
10 thing that he continued at another newspaper.

11 THE COMMISSIONER: But all I ^{say is} /continue
12 to advise you to read what Portia says about mercy.

13 MR. POLLOCK: The only other point I
14 make here is that he said that he decided he didn't
15 want to do a particular assignment which was to go
16 around and tell people not to buy the Telegram which
17 was an old paper. He was prepared to go around and
18 tell the people not to buy the Globe and Mail and
19 not to buy the Star which I suppose as a good Telegram
20 man he was prepared to do even if there was a strike.
21 That was his position and that is the one that he set
22 out in his letter to President Brown, the reason that
23 he refused to do that type of work.

24 MR. HERITAGE: Well like I say, and of
25 course it is conflicting evidence, Mr. Pollock, but this
26 wasn't the reason that he gave when he came into strike
27 headquarters and this wasn't the reason and I think it is
28 borne ^{out} / in his letter. He went back because he didn't
29 get the strike pay, and he knows what the law is. You
30 must have some control. You can't have some people

1 staying at home and receiving \$99.00 a week and some
2 people out there in weather or in the office on phones
3 and longer hours than someone else, you've got to have
4 some form of control. And when he violated his
5 obligation on this or the rules, he could have still
6 appealed but he didn't see fit to do that. He saw fit,
7 well take the approach that if I threaten they don't
8 want any more people to go back so I'll get the strike
9 pay. Maybe he made a mistake.

10 MR. POLLOCK: During this appeal would
11 he have been given strike pay?

12 MR. HERITAGE: Would he have got it
13 retroactive back?

14 MR. POLLOCK: But what do you do in the
15 meantime?

16 MR. HISTED: He had not received the
17 cheques because he had not reported.

18 MR. HERITAGE: But during the appeal
19 he would have continued, he only lost the one week.
20 The day he came back he could have started reporting
21 again and he would have started getting strike
22 benefits again and all he would have had to get back
23 was the seven days. That is all that would have been
24 under appeal. So we can't understand-I think the man
25 got very irrational and from the past history when he
26 was an employee without going into the facts, there
27 was evidence of this and this is why he wasn't hired
28 back at that newspaper.

29 MR. HISTED: Mr. Pollock, Mr. Moore
30 was treated the same as anyone else who did not report

1 for duty. We have to do that for the simple reason
2 that if a man is able to get a week's work in another
3 plant and he doesn't report he gets no benefits
4 naturally.

5 THE COMMISSIONER: And yet as citizens
6 you complain and not you personally, but you go into
7 all the depths of sentimentality when a man is con-
8 victed for murder. And yet one of your own employees
9 who has been associated with you for forty years, he
10 is treated as an outlaw.

11 MR. HISTED: Could I make this point
12 clear. Here is a simple point that you have several
13 hundred members who are required to report each day
14 if they expect to receive benefits.

15 THE COMMISSIONER: I think you have
16 spent a lot of time on this but let me say this.
17 From your point of view and the rules and the law
18 which you emphasize today but which the generality of
19 the public isn't always so directed, you come in here
20 to say that the laws regarding the freedom of Union
21 action should be pressed forward. You should have
22 this right and that right and the other right to do
23 this. This unfortunate man isn't given any privilege
24 of that sort at all. He had stepped across the line
25 and his head must go. All I say is that if all
26 organizations were treated that way by the general law
27 you wouldn't be here at all begging because you know
28 you wouldn't get the things that you ask for.

29 MR. HERITAGE: With all due respect
30 Your Honour.

1 THE COMMISSIONER: I don't want any
2 respect. You may respect the considerations if there
3 are any.

4 MR. HERITAGE: Well since we are very
5 informal here, sir, the whole point is that all
6 organizations have laws with penalties for breaking
7 the laws and some of them just as drastic as ours if
8 not more drastic, including professions, the medical,
9 the bar, etc. If they break the law they can be ousted.

10 THE COMMISSIONER: I am somewhat familiar
11 with that sort of thing.

12 MR. HERITAGE: But is it not so that we
13 are not the only organization; there ^{are} / penalties for
14 breaking the laws.

15 THE COMMISSIONER: Well your laws are
16 perfect, I agree with you. Now there is the law and
17 there is the punishment. So I think we can let that
18 end now.

19 MR. HISTED: There is just one more
20 point. A member of a union who breaks a strike is
21 considered the ultimate practically, it's the worst
22 thing he can do in the eyes of the members of the
23 Union.

24 THE COMMISSIONER: That is what I suggest-
25 he is much worse than if he broke a serious law of the
26 public.

27 MR. HISTED: Well that is up to the law
28 agencies.

29 THE COMMISSIONER: And you are among
30 those who would really stretch a point to say that this

1 is excusable.

2 MR. HISTED: It depends on what it is
3 or was Mr. Commissioner. I would like to make this
4 point that a man of his age and experience, who knows
5 the responsibilities or the results of his action,
6 first in not reporting when he knew he wouldn't get
7 benefits and then coming in and asking for them knowing
8 that he won't get them and threatening to go in and
9 it's what we call in our Union, a member of the Union
10 who goes in after the Union has voted to take the
11 action and he continues and the same treatment has
12 been accorded somewhere else, I don't know how you can
13 make a special exception in his. Then coming before
14 the Commission and complaining that his International
15 was all wrong, that is President Brown, and then writing
16 to President Brown telling him it's the local Union
17 that is all wrong, I don't know what credence. One
18 other point I would like to make very clear is this
19 that Mr. Moore when he came before this Commission at
20 first, admitted that he did not report that he
21 had received Unemployment Insurance.

22 THE COMMISSIONER: Now we have heard
23 all this before and really gentlemen, we can't have
24 this mere repetition. I think we understand this
25 case, he violated the Union law undoubtedly. Well his
26 head falls. It's as simple as that.

27 MR. HERITAGE: Before we adjourn Your
28 Lordship this is a very important point and the Press
29 are going to unfortunately quote it out of context that
30 this is not only our Union that does this.

1 THE COMMISSIONER: I'm not suggesting
2 that at all, I think they're all alike.

3 MR. HERITAGE: We have another man with
4 who was
fifty years in the newspapers/recently faced with the
5 problem of losing his home and real estate taxes.
6 The Union members divvied in and paid for that. We
7 take it under consideration but is a case of a code
8 that when you vote for something you go out and the
9 only way you go back in is when the majority votes to
10 go back in.

11 THE COMMISSIONER: Well I understand
12 all that.

13 MR. HERITAGE: I don't want the Press
14 to quote this because unfortunately the Press controls
15 the minds of the people.

16 MR. POLLOCK: But they don't control
17 our minds.

18 This hearing is adjourned 'til 2:30 P.M.

19
20 ----Luncheon adjournment.
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1 ---On resuming at 2:30 P.M.

2 MR. POLLOCK: Turning now to the
3 issue of strikebreakers, which we have been touching
4 on, it is your suggestion in here that the
5 professional strikebreakers which I take it is
6 probably a group peculiar to the printing trade or
7 peculiar to a high skill closed union situation
8 where the particular trade is not available or easily
9 learned outside the Union auspices.

10 MR. HERITAGE: In our case we are
11 specifically mentioning that in skills like our
12 trade it could be construction or it could be any
13 other type of craft and professional strikebreakers
14 could be used whereas in industrial unions this
15 doesn't happen as often.

16 MR. POLLOCK: We are talking in
17 these circumstances of people who by profession
18 make themselves available to work in strike situa-
19 tions only and they are people who are unemployed
20 or from another community who just want to get a
21 job, they're not like that.

22 MR. HERITAGE: That is correct as to
23 professional strikebreakers.

24 MR. POLLOCK: You said in your brief
25 in terms of employment in Toronto to the strike-
26 breakers. First of all, how many were employed by
27 the newspaper?

28 MR. HERITAGE: We have definite
29 proof of approximately - that is definite proof of
30 fifteen but there were others who came in via non-

1 union shops in Canada and the only way we got the
2 definite proof was the fact of photographs and a
3 record that we keep of all activities of professional
4 strikebreakers throughout the United States.

5 MR. POLLOCK: How many would be at
6 each newspaper? Would it be about five per newspaper?

7 MR. HERITAGE: It would be divided up
8 because they are actually used in the capacity of
9 trading strikebreakers from other parts of the country,
10 newspaper printers from other parts of the country in
11 the operation of a large newspaper.

12 MR. POLLOCK: You suggest there that
13 over a thousand dollars a week, which is \$52,000 a year.
14 How does the newspapers run an enterprise when they
15 have to pay people \$52,000 a year?

16 MR. HERITAGE: They were paid for a
17 lock-in, that is where they come in and they live in.
18 In other words they have their beds inside.

19 THE COMMISSIONER: This is right in
20 the plant?

21 MR. HERITAGE: Right in the plant, yes,
22 in all the plants they had beds put in and they^{had}/food
23 and everything brought in and this was even prior to
24 the people walking out. They have these bedrolls and
25 everything in the plant and these people were brought
26 in and they stayed in there during the time of the
27 strike until they left and they only left after we
28 were able finally to put a lot of pressure on them,
29 months later and which is in Hansard, which I would like
30 to quote from. We put pressure on to get some of them

1 removed.

2 MR. POLLOCK: How long were they
3 there? Were they there a year?

4 MR. HERITAGE: Oh no, if I could
5 check my records here, please.

6 MR. HISTED: While he is checking his
7 records - on the basis of a thousand and some odd
8 dollars per week, that was for a lock-in they are
9 paid twenty-four hours per day. They were guaranteed,
10 you see we have informers inside the strikebreaker
11 organization. When a strikebreaking crew is going
12 to leave for any place we know where they are going
13 and when they are coming and so on and who is coming
14 on a general basis.

15 MR. POLLOCK: Well now just a minute.
16 Are they organized into a permanent group that has
17 headquarters somewhere and they put the call out and
18 say "send a dozen strikebreakers?"

19 MR. HISTED: This is correct.

20 MR. HERITAGE: This is a service pro-
21 vided as one of the services by the American
22 Newspaper Publishers Association which the newspapers
23 here in Canada are members of. Now, if you want the
24 quote this is it, and very responsible, and you can
25 tell me if it is or not, a very responsible law
26 review, the University of Pennsylvania Law Review
27 and in that edition Volume 115, No. 2, that was put
28 out in December 1966, there is a noted, well-known
29 strikebreaker and recruiter William D. Perry, he made
30 all these statements and is quoted by the Law Review

1 on Anti-Strikebreaking Legislation, the effect and
2 validity of State imposed criminal sanctions, and
3 he quotes that this is one of the regular services
4 of the American Newspaper Publishers Association who,
5 as he puts it, makes this service available to let
6 newspapers know where there are people who are pre-
7 pared to work in strike situations.

8 THE COMMISSIONER: Are you - have you
9 a list of the thirteen States that have that legis-
10 lation?

11 MR. HERITAGE: I have provided you
12 with it.

13 MR. POLLOCK: Is that the book "Rats
14 For Hire"?

15 MR. HERITAGE: Yes and we will submit
16 a list of all the States and the municipalities. You
17 see unfortunately in Canada I understand in investi-
18 gating the possibility of invoking anti-strikebreaking
19 legislation here that it can only be done on a
20 provincial basis, and can't be done on a municipal
21 basis because of the law.

22 THE COMMISSIONER: Municipal no, but
23 it can be done by the provinces on ^{an} interprovincial
24 basis.

25 MR. HERITAGE: Yes, but that is also
26 allowed on a municipal basis as well in the United
27 States.

28 MR. POLLOCK: This type of legislation,
29 which I take it the Burns Act from Hawaii deals with the
30 peculiar narrow strikebreaking situation where it says

1 that"it is unlawful to employ in place of an
2 employee involved in labour disputes any person who
3 customarily and repeatedly offers himself for
4 employment in a place of employees involved in a
5 labour dispute" so that is a narrow particular case.
6 It is not the fellow who comes out looking for a job.

7 THE COMMISSIONER: Is that
8 characteristic of the thirteen States?

9 MR. HISTED: It will vary, sir.

10 THE COMMISSIONER: Is there any
11 legislation that applies purely to the ordinary
12 strikebreaker? The man who is out of a job and
13 wants to work.

14 MR. HERITAGE: To my knowledge I
15 There are
16 couldn't really say, sir. / different bills in
17 different States and some are stronger bills than
18 other States and the application is different.

19 MR. HISTED: Municipal bills are
20 more stringent in that respect because they take
21 the position that these people are strikebreakers
22 and coming in and taking the place of the regular
23 citizens and as soon as they get all they want to
24 make then they leave and go on. But in the general
25 statements issued they are generally hinted at the
26 professional strikebreakers because as soon as we
27 can prove that this man has a record and we have
28 records of many of these people where they have
29 gone from this place to another, and actually I
30 might say that in some cases they dump a whole crew
of these professional strikebreakers right in while

1 we're at work.

2 MR. HERITAGE: On one of the strike-
3 breakers we have a record - of these professionals in
4 Toronto; some of them have broken strikes in fifteen
5 different places in the United States, all over
6 Florida and any place they've got a strike. I've got
7 the personal records of each man and it is engraced
8 in such a great fold that we set up a department in
9 our headquarters where any time these men showed up
10 or there was threat of moving from one part of the
11 country we notified the Union in that area not to
12 strike until we found out what the situation was
13 because these people were moving to that area. So
14 we have a record of every one of them and ⁱⁿ the Toronto
15 situation on looking at the record of Mr. Dick
16 Mahoney who was in Toronto; the terms of employment
17 it says our contact man and this is the strikebreakers
18 and this is the information that our contact man who
19 moves with the strikebreakers revealed. Our contact
20 man has seen an expense cheque made out to Elton
21 Cherry. The cheque is for \$1200.00 and covers air
22 fare and expenses. The terms of employment in Toronto
23 call for a lock-in. That is once they get into the
24 building they don't get out. Salary, which includes
25 ^{is} \$15.00 a day expenses, /supposed to be \$1,035.00 a week.
26 This would be on the basis of over \$5.00 an hour
27 figuring on a twenty-four hour day. The rats have
28 been advised to bring a set of clean underwear. In
29 other words they're going to be living in. They are
30 leaving here by American Airlines to Chicago and from

1 there to Toronto. I don't know by what means they will
2 get out of Chicago to Toronto. Because we were
3 watching the airports and everything because we had
4 to try and prove to the government that professional
5 strikebreakers were coming in from the States. I
6 would like to point out to the Commission here that
7 it was very difficult to try and get the public and
8 the government and the responsible officials in
9 Canada to realize that this actually was happening.
10 Stanley Knowles is quoted in Hansard on July 21st.

11 MR. POLLOCK: That was 1964?

12 MR. HERITAGE: Yes 1964, because these
13 publishers are supposed to be responsible people.
14 They control the news media and Stanley Knowles asked
15 the question on page 5740 of Hansard. "Mr. Speaker,
16 may I direct a question to the Prime Minister, although
17 it may involve the Minister of Labour or the Minister
18 of Citizenship and Immigration. My question relates
19 to the dispute between the International Typographical
20 Union and three Toronto daily newspapers, but may I
21 make it clear that I recognize that this comes under
22 provincial jurisdiction. However, my question relates
23 to a purely federal angle. Is the government aware
24 that although a number of professional strikebreakers
25 had been denied entry from the United States to Canada
26 to work in one or more of these plants, some have got
27 in and are exacerbate the situation. Will the
28 government investigate the matter to find out how this
29 was possible?" And the Prime Minister answered "Mr.
30 Speaker, I will be very glad to look into the matter."

1 Then the next day the Prime Minister got in touch
2 with us, the three publishers of the Toronto newspapers
3 and on page 5817 of Hansard he replied, and this is
4 the Right Honourable L.B. Pearson, Prime Minister;
5 "Mr. Speaker, yesterday the Honourable Member for
6 Winnipeg North-Centre asked a question regarding the
7 use of professional strikebreakers from the United
8 States in connection with a strike of the Inter-
9 National Typographical Union now taking place in
10 Toronto. I am informed by the publishers of the
11 newspapers in question that they have not employed
12 any professional strikebreakers in connection with
13 this strike." Then Mr. Stanley Knowles stated a
14 supplementary question, "Mr. Speaker, is the Prime
15 Minister taking steps to inquire for government sources
16 whether any such strikebreakers got into the contract.
17 I might tell him that I am asking / the union also to make such a
18 check." We have proof and they wouldn't believe us.
19 Finally after all this time the Minister of Immigration
20 under when he got / the gun finally came out and admitted
21 that just recently on February 21st, 1967, on page
22 13292 of Hansard and this is the former Minister of
23 Immigration Mr. Trembley. He is under the gun in the
24 House on criticisms himself and he states "Mr.
25 Speaker, I am not so sure that the Toronto newspapers
26 took that stand at the time on ethnic groups. I am
27 rather inclined to believe that they wanted to destroy
28 the then Minister of Immigration because at the same
29 time those three Toronto Newspapers were trying to
30 keep in Canada; the NDP Member is well aware for the

1 protest repeatedly in this regard. Those three
2 Toronto newspapers tried to keep American strike-
3 breakers they had brought over because of the
4 printers' strike". And it took right up until
5 November and the evidence is that the strikebreakers
6 didn't start leaving and the government didn't act
7 until October or November. Then they still got
8 around it by bringing them in for other non-union
9 shops as landed immigrants and then they would drive
10 up and get into the Toronto newspapers. So you see
11 the situation was that no one would believe the
12 situation in Toronto. There was no legislation pro-
13 hibiting strikebreakers moving from province to
14 province in Canada like they do have in the States.

15 THE COMMISSIONER: Well are they pro-
16 hibiting them from entering Canada?

17 MR. HERITAGE: If they come in as
18 landed immigrants. There are various ways of bring-
19 ing them in and this is being done.

20 MR. HISTED: They were being con-
21 sidered as undesirable citizens if they were coming
22 in to take jobs. The Immigration Department, our
23 understanding is that they would consider an American
24 coming in to displace a Canadian who is on strike
25 would be contrary to regulations. As a matter of
26 fact I might say and this is ancient history, back
27 in 1928 there used to be what was then known as a
28 professional strikebreaking crew of the FLAGG Gang,
29 the Flagg Gang. They used to tour around. As a
30 matter of fact when I just started in the Hamilton

1 Spectator as an apprentice they had the Flagg Gang
2 staying in the Terminal Hotel while were were in
3 negotiations attempting to reach an agreement. At
4 that time we were successful in having the Immigration
5 Department have them all deported before there was
6 any trouble and as it ended up we did reach an
7 agreement with the newspaper when they were dispersed.
8 They were being used as intimidation to have us accept
9 whatever terms the publisher could get us with that
10 gang there. But then they died after that in - after
11 1928, the Flagg gang, and it has come along more
12 recently I would say in the last ten or fifteen years
13 that these professional strikebreaking crews have
14 been held on standby even to the point, and I might
15 mention here in this regard, back about 1948 I was
16 appointed a special representative on special assign-
17 ment to make a survey of strike situations in the
18 United States prior to our International Convention,
19 and I went into the situations of all types of
20 disputes and some are what we call cold war and some
21 were lock-outs and some were strikes, and made reports
22 to the Executive Council and also to the Convention
23 and at the Convention acted as Chairman of the
24 Committee on Defence. I went into Fort Smith,
25 Arkansas, and I'll just illustrate too as a simple
26 manner and also in Ohio and I forget the name of the
27 place there where we did what we call a cold war
28 where because the employer could not discharge
29 members because they were members of a Union, they
30 felt that if they put a whole crew of professional

1 strikebreaks in a plant, that our men would just
2 automatically walk out. Our International President
3 at that time persuaded our members to stay on because
4 they couldn't fire our members and then the employer
5 would have to pay for two staffs. We tried that out
6 and of course in both places why the employer kept the
7 group long enough to where our members could no longer
8 - year after year would go by in these situations and
9 they would get no increase because they couldn't
10 bargain and our members would just leave, some of
11 them anyway, to the point where the bargaining strike
12 was less. We tried everything on these professional
13 strikebreakers and we called it a cold war and it
14 didn't work.

15 MR. POLLOCK: The newspaper I take it
16 were paying these men considerably more than your
17 men?

18 MR. HISTED: Considerably yes, plus
19 expenses and all the rest. Oh yes it's a big money
20 making arrangement.

21 THE COMMISSIONER: They were
22 temporary employees.

23 MR. HISTED: Yes, but as it so
24 happened in those situations they were able to keep
25 them there long enough to where our members just
26 wouldn't work under that tension. They couldn't
27 stand it, some of them, and the others stayed on,
28 and then as the situation got lesser and lesser they
29 replaced these professionals with cheaper help which
30 is always the case. They never keep these

1 professionals on for any great length of time. I
2 think in Toronto they guaranteed them six weeks.

3 MR. HERITAGE: No, they did make a
4 guarantee to the professionals but they also made a
5 guarantee to these people who came from all over
6 Canada that this was, they had meetings and threw a
7 party here in Ottawa at the hotel and had free
8 liquor and so on. All across Canada they threw
9 parties where they guaranteed them six months
10 severance pay if the strike was settled. In other
11 words these people came in knowing there was a chance
12 that it might be settled and of course the newspapers
13 didn't know whether the other unions would support
14 the situation or not. They had guaranteed them at
15 least six months severance pay. So these people from
16 all over and I have a partial list, I haven't got a
17 copy but I'll submit this list to show where they
18 came from. They came from all over Canada,
19 Newfoundland, Vancouver and everywhere.

20 THE COMMISSIONER: In the first place
21 these people are not professionals?

22 MR. HERITAGE: Well we don't class a
23 man a professional until he breaks more than one
24 strike. We feel then if he has done it more than
25 once then he must be a professional.

26 THE COMMISSIONER: But these men are
27 not in that business.

28 MR. HERITAGE: No, but they were
29 enticed by the big money even though there was no
30 guarantee that they would be living in Toronto.

1 THE COMMISSIONER: You would consider
2 them in that class if they broke one or two strikes?

3 MR. HERITAGE: That is right. Some of
4 them were involved in strikes in Winnipeg and
5 Vancouver so they would be classed as professionals.

6 THE COMMISSIONER: But they weren't
7 all skilled in this particular work were they?

8 MR. HERITAGE: Oh yes.

9 MR. POLLOCK: This list includes a
10 considerable number of women. Were there lady
11 printers?

12 MR. HERITAGE: Oh yes, we have women
13 who set type and there is no discrimination. They
14 get the same pay in our Union and have been for years.
15 Linotype operators and perforators, in this case they
16 mostly brought women in for what we call perforation
17 which is a typewriter keyboard and they seem to think
18 a woman is better qualified.

19 THE COMMISSIONER: I suppose they have
20 more control of their fingers.

21 MR. HERITAGE: They are able to take
22 the monotony better.

23 MR. HISTED: They break down in a few
24 years with nervous breakdowns.

25 MR. HERITAGE: Or they get married and
26 have children.

27 THE COMMISSIONER: Well nature is
28 bound to get back at you.

29 MR. HISTED: Well we've had women who
30 have been linotype operators for years. I might

1 mention that the staff at Lindsay Post in
2 Lindsay is half women and half men. I presume that
3 we must have around 10,000 lady members of the
4 International.

5 MR. POLLOCK: There are about four
6 hundred names on this list you have submitted. Are
7 any of those people still working there now?

8 MR. HERITAGE: Some are working there
9 and a lot have gone back. The first time people that
10 went in and the reason why I am familiar with this
11 is because I was in charge of investigating a lot of
12 this work. Some of these people that went in found
13 the conditions so bad and these are new people that
14 have come from Nova Scotia and they heard about the
15 big money. They came to us and asked if we'd give
16 them a job and we placed some of the people who did
17 go in who only broke the strike the first time. We
18 have placed them in other jobs throughout Ontario and
19 Canada.

20 MR. POLLOCK: Are these members of
21 your Union?

22 MR. HERITAGE: No these are not. Some
23 of them are now.

24 THE COMMISSIONER: Would they all be
25 taken from positions it's the money that attracted
26 them.

27 MR. HERITAGE: It was the money that
28 enticed them. Just imagine if you are in Toronto
29 we were getting the highest scale of wages and if
30 you are promised this plus guarantee overtime of

1 eight and ten hours overtime.

2 THE COMMISSIONER: But they would know
3 that they were only temporary wages.

4 MR. HERITAGE: But they were promised
5 also a guarantee of six months severance pay. And
6 this was an awful big amount of money.

7 THE COMMISSIONER: But they might not
8 be able to pick up another permanent job.

9 MR. HERITAGE: In our industry you
10 can sir. There is a big demand for printers.

11 MR. POLLOCK: Well how much would
12 these people be getting; surely not a thousand dollars
13 a week?

14 MR. HERITAGE: No not that much. They
15 were getting in excess of what our members were
16 getting.

17 MR. POLLOCK: How much?

18 MR. HERITAGE: It varied too, depending
19 on their skill but they were getting in excess plus a
20 guarantee of overtime which of course brought the
21 weekly wage up fantastically.

22 THE COMMISSIONER: Would it be twenty-
23 four hours a day?

24 MR. HERITAGE: Depending on their
25 skill. In our classification there were some higher
26 demands to, say a machinist operator who has to keep
27 the machines running as well as operating, ^{so that} there would
28 be a premium probably paid in this classification or
29 in a line up classification, something that is hard to
30 ^a replace/man they would be paying higher premiums and

1 higher wages.

2 MR. POLLOCK: Well roughly speaking
3 your order of wages at this time were about \$140.00
4 or something?

5 MR. HERITAGE: About \$155.00.

6 MR. POLLOCK: They would be getting
7 more than that?

8 MR. HERITAGE: Yes, about \$175.00 I
9 believe in Ottawa here and \$15.00 a day expenses and
10 any travelling expenses.

11 MR. HISTED: I might point out
12 here

13 MR. HERITAGE: I just want to follow
14 on here. The next question is how can they do it.
15 No.1, these negotiations have been protracted over
16 eighteen some months and there was an awful lot of
17 retroactivity involved.

18 THE COMMISSIONER: I suppose you might
19 get some from ordinary printing establishments like
20 commercial printing?

21 MR. HERITAGE: Yes and I'm sorry to
22 say that some of our members out in the Maritimes
23 were of course, because of the economy, the wages
24 aren't as high, some of them were enticed to come up.

25 THE COMMISSIONER: But what about
26 Toronto? A great many of these people from Toronto.

27 MR. HERITAGE: The suburban area where
28 there is a weekly paper, they are not organized and
29 there are small commercial plants like two-man shops
30 and three-man shops. But they came from all over.

1 MR. POLLOCK: Well you can't trust
2 those people from the Maritimes.

3 MR. HERITAGE: No, we have a lot of
4 good members from the Maritimes and throughout Canada.
5 That isn't the case at all. It comes down to the
6 basic point, it is a human failing, greed.

7 THE COMMISSIONER: Well they might
8 have been a bit in debt with working for such poor
9 wages.

10 MR. HERITAGE: Well after all, these
11 people didn't start moving in, sir, until the
12 injunction was granted. The paper operated on the
13 basis of ads coming from commercial plants through
14 the ad agencies, and they operated on these people
15 that were trained prior to ^{the} dispute happening. These
16 people they have been training for six months. But
17 then when they started to fill the jobs permanently
18 they brought these people in. In other words they
19 brought them in when the injunction was granted.

20 MR. POLLOCK: You've even got somebody
21 from Saskatoon.

22 MR. HERITAGE: And those six people
23 have gone back to Saskatoon. They were dissatisfied
24 in a ^{that} strike situation/conditions
25 aren't all favourable.

26 THE COMMISSIONER: It took them some
27 time to get that appreciation.

28 MR. HISTED: It took them longer
29 than the Maritimers, sir.

30 MR. HERITAGE: Well the big point is

1 that it is very hard even though we had photographs,
2 here's one of a professional strikebreaker and we
3 have his photograph here and no one can dispute that's
4 a Metropolitan Toronto Policeman questioning him
5 about his license. He was driving without a Canadian
6 license. We have photographs on everyone that
7 crossed that picket line. Because what we do is we
8 set up or when there is any dispute we immediately
9 start recording anybody that is crossing the lines.

10 THE COMMISSIONER: You'll be getting
11 invitations to go into criminology.

12 MR. HERITAGE: Well unfortunately, sir,
13 it seems the only way we could prove things to the
14 public and responsible bodies is by facts sometimes
15 and you have to start keeping records of things.
16 But this is what defeated the situation in Toronto
17 at the beginning. Then of course when the injunction
18 came along they were able to replace everybody and
19 they brought in people from all places in Canada.

20 MR. POLLOCK: You were going to tell
21 me how they could afford to do this.

22 MR. HERITAGE: Well strike insurance
23 is one thing. I have a pamphlet here and strike
24 insurance, it's something we can't prove and New York
25 certainly had it and several others, this was put out
26 by the Newspaper Guild on an investigation.

27 MR. POLLOCK: May we keep these as
28 exhibits?

29 MR. HERITAGE: Yes. Here's an
30 interesting point I'll read to you and this fell into

1 our hands through undercover methods if you wish to
2 call it that. It is a photostat of a document that
3 went out to all the association members of the
4 Printing Industry Association of America of which
5 Canadian employees are a part of. It says "Bulletins
6 for Owners and Manager. P.I.A. Strike Insurance.
7 The writing period is extended to February 20th.
8 There is well over one million dollars paid in and
9 this is a remarkable display of printer desire to
10 establish a new program. Los Angeles must both
11 support this and take advantage of it. George Madsen
12 Washington, D.C. will fly in Thursday, January 31st,
13 for emergency meeting. A very special time is set
14 at 3:30 P.M. So you can get away from the shop and
15 be sure to be out before dinner. George must go
16 into San Diego" and so on and I won't read that.
17 "Remember the New York papers have withstood about
18 fifty strike days largely because they have strike
19 insurance. Let's look at it carefully". In other
20 words they are encouraging them to take it out.
21 Here is all the evidence of the term where it was
22 sent to Bermuda because it was outlawed in New York,
23 etc.

24 MR. POLLOCK: For the sake of the
25 record the letter from Mr. Moore to Mr. Brown is
26 Exhibit No.1, and article entitled Strike Insurance
27 or Threat to Collective Bargaining is Exhibit No.2,
28 and this letter from the Printing Industry Association
29 Incorporated is Exhibit No.3.

30 MR. HERITAGE: I believe you are

1 referring to our position on page 8. It is our con-
2 viction that^{if}/employers were prohibited from hiring
3 strikebreakers there would be no cause for them to
4 seek injunctions. The strike would then become a
5 straight economic battle and a negotiated settlement
6 would be more quickly the result.

7 THE COMMISSIONER: And you would give
8 up the picket line?

9 MR. HERITAGE: Well this, sir, of
10 course is how can we inform the public?

11 THE COMMISSIONER: Now you think the
12 public in a majority of cases cares a snap of its
13 fingers. The public isn't interested in individual
14 small industry. It is the purchaser or the contractor,
15 or a retailer. It's not the public.

16 MR. HERITAGE: Would you say that if
17 the company agreed they would just close their doors
18 and there would be no replacement. There would be no
19 necessity then would there?

20 THE COMMISSIONER: No of course not
21 they have accomplished their object which is to close
22 the plant.

23 MR. POLLOCK: The public in your case
24 in Toronto certainly knew that there was a newspaper
25 strike and it didn't have very much effect on that.

26 MR. HERITAGE: I think Mr. Pollock for
27 various obvious reasons they were barraged with state-
28 ment dictations from the United States and the whole
29 atmosphere of Canada at that time you will have to
30 admit was dictated to by the United States. And it

1 is a case of the atmosphere at the time whether you
2 get support from the public. In the province of
3 Quebec you've got to admit that they've got a lot of
4 support from the public in some of their disputes.

5 THE COMMISSIONER: In some of them
6 yes but in the majority of them generally they are
7 annoyed
8 / because you are interfering with some ordinary
9 convenience. You're rereading^{it} / in the paper every day
10 and taking the bus every day and going to school
11 every day and having light and power every day. That
12 kind of thing is interfered with and their reaction
13 isn't one of sympathy and favour.

14 MR. HERITAGE: Unfortunately I think
15 you are correct in this case therefore the public
16 don't give a darn. If it is affecting them they are
17 irritated but on the other hand we have good
18 responsible leadership come to our defence in certain
19 areas.

20 MR. POLLOCK: I think too you have to
21 considerⁱⁿ / this particular dispute that a large percent-
22 age of the public couldn't really get exorcised, to use
23 your word, about the fact that people who are making
24 \$155.00 a week want more. I think there are a lot of
25 people in our society who don't make \$155.00 a week
26 and they don't identify it with those people. I think
27 too the fact that the newspapers were continuing to
28 publish and were able to publish I suppose convinced
29 some people that perhaps the striking printers were
30 in some measure superfluous.

THE COMMISSIONER: The fact is there

1 were too many distractions to be concerned with the
2 difficulties of a few people.

3 MR. HISTED: The fact is that most of
4 the paper wasn't even printed there. It was set in
5 most of the shops throughout the province.

6 MR. POLLOCK: Were they all non-union
7 shops?

8 MR. HISTED: No not all of them. We
9 had a section in the Toronto Commercial contract where
10 we have around 1300 members working in the Toronto
11 Commercial shops. When our members refused to set ads
12 for the Toronto papers they were threatened with dis-
13 charge and then it became a dispute that under the
14 terms of the contract the joint standing committee and
15 then it went to arbitration, and unfortunately in our
16 contract it had a provision/^{that}the conditionsexisting at
17 the time of the dispute where our members were being
18 compelled to set these ads, had to be continued until
19 such time as decided as above provided. The Board of
20 Arbitration ruled that they were setting these ads for
21 the stores and not for the Toronto papers even though
22 they eventually arrived in the Toronto papers and we
23 were stuck with that decision. Our members didn't like
24 it. Our members in some cases were ready to be dis-
25 charged. They were setting ads and they were setting
26 them for Eaton's and so on. We got stuck with that
27 and they had to set them. Now of course we had other
28 situations and I am from Hamilton, we had people,
29 and
advertisers coming in/the job shops where I live in
30 the city, linotype, W.L. Griffin and asked if they

1 would set ads for them and I told them no our members
2 will not set them and they took them away.

3 THE COMMISSIONER: What did you do in
4 Winnipeg, the Free Press paper is one?

5 MR. HISTED: In the Free Press, of
6 course that situation developed back in 1945.

7 THE COMMISSIONER: I know that but by
8 what means did that newspaper continue publishing?

9 MR. HISTED: Well they had gathered up
10 people from country weeklies and isolated spots
11 throughout the province. At the time that
12 developed there were a number of people coming back
13 from the Armed Services and they hired these people
14 who had been printers.

15 THE COMMISSIONER: But did they go on
16 printing in the same mode? I understood they had
17 changed that.

18 MR. HISTED: Yes. Until such time as
19 they begin and I can give you probably a better
20 instance in the Hamilton Spectator where I was
21 President at the time of the strike. What that picket
22 line did.

23 THE COMMISSIONER: But what was the
24 change in Winnipeg?

25 MR. HISTED: This is why I want to
26 mention Hamilton because it is similar to Winnipeg.
27 They used the verityper system which is a substitute
28 means and hired a whole lot of girls on these veri-
29 typers. Now it is unjustified in other words the
30 lines just ended wherever the word stopped. Then

1 they pasted that into position and then photographed
2 it and had it photo-engraved. Now even the ads were
3 blown up and they used typewriter type and blew that
4 up by photography and then reduce it and so on and
5 then paste in pictures out of these matte surfaus,
6 this is the way it was done for some time. They then
7 brought a few people down from Winnipeg who were lino-
8 type operators and other specialists. Then they started
9 to where they get one page in the regular system and
10 then they get more and they would add some more and
11 then they would have a combination of the verityper
12 and then the linotype and so on throughout and this
13 is where it took them about nine months before they
14 were able to get completely back to the old system.
15 Now I might say in that situation and I know very well
16 about that because I lived that, that they were able
17 to get the paper out and of course we had no offset
18 or plates to come back. We even had to start our own
19 paper in that city to get something because we were
20 frozen out from the news media.

21 THE COMMISSIONER: Well I think we have
22 gone pretty well into that.

23 MR. HERITAGE: The point I would like
24 to make, sir, and I think we've covered everything
25 pretty well, but the point I would like to make is
26 that in the Toronto situation it was an unusual situa-
27 tion because in spite of what was said all the people
28 did not strike in our mind. The courts ruled where
29 the interpretation of the Labour Act^{is} and this is where
30 I think a change should be made. In the Labour Act

1 the interpretation of a strike is not only walking
2 out and leaving the job, it is a slow down I under-
3 stand where any type of action disrupts production.
4 Yet a definition of a lock-out where we went before
5 the courts on the injunction to prohibit us from
6 using the term lock-out. the definition was turning
7 the key in the door. In other words the people
8 couldn't come into the plant, which isn't actually
9 a fair definition in this day and age. A lock-out
10 in our interpretation is changing conditions or
11 forcing a change in conditions.

12 THE COMMISSIONER: Do you suggest that
13 you didn't strike in Toronto?

14 MR. HERITAGE: Absolutely we did not
15 strike. If we had struck sir I suggest to you it
16 would have been an entirely different matter. We
17 would have consulted with the other unions before
18 we had struck. We would have set deadlines. The
19 situation would have been changed entirely because
20 the other unions only when they are put on the spot
21 will they make a commitment. But after the situation
22 happens without consultation you just can't expect
23 people to turn around and many unions do.

24 THE COMMISSIONER: I thought that you
25 conducted the exchange / this morning on the assumption
26 that you were on strike?

27 MR. HERITAGE: Well I'm sorry, sir,
28 but I disagree, that it was a lock-out.

29 MR. POLLOCK: Well let me ask these
30 questions so that I can break through the symmetrical

1 gap here. As I understand it the details that pre-
2 cipitated the work stoppage was ^{that} they started to use
3 Canadian Press plates.

4 MR. HERITAGE: They started to use
5 plates that hadn't been approved by the

6 MR. POLLOCK: Right and some members
7 of your organization didn't approve of that and you
8 were told either you do it or you're fired.

9 MR. HERITAGE: A member who normally
10 never touched this type of operation.

11 MR. POLLOCK: It doesn't matter. Did
12 they go through the whole plant and fire everybody?

13 MR. HERITAGE: They fired five in each
14 plant simultaneously.

15 MR. POLLOCK: That's fifteen people.
16 How about the rest of them?

17 MR. HERITAGE: They had no way and they
18 couldn't go to grievance over anything. They said well
19 this is the position and if they change their condi-
20 tions they ^{would} fire the men, and they walked out.

21 MR. POLLOCK: All right that's it, but
22 that is the distinction. They weren't compelled to
23 walk out. They felt on a philosophical basis that they
24 couldn't work in these conditions so they walked out.
25 That is the strike.

26 MR. HERITAGE: But what can you do when
27 you can't go to grievance?

28 THE COMMISSIONER: Well it shows that
29 you haven't any right to take that action, you haven't
30 any grievance.

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1 MR. HERITAGE: But you have no grievance
2 procedure. For instance if the contract was in force
3 you can say all right the men are fired, we will con-
4 tinue working and we'll take the matter up in the
5 arbitration procedure. This is what they would
6 normally do, sir, but in this case here the men are
7 tensed up, and they fire old timers. It wasn't young
8 men they fired, they picked on specialty men.

9 THE COMMISSIONER: The ground was that
10 they refused to do something they were ordered to do
11 and I assume properly ordered.

12 MR. HERITAGE: Under the terms of the
13 old contract they were not supposed to do it and they
14 were presently negotiating a new one. This was a
15 condition that had not been agreed to as a working
16 condition by the Union.

17 MR. POLLOCK: But it had been agreed
18 to tentatively at one stage?

19 MR. HERITAGE: Well not at that point.

20 MR. HISTED: I might say this Mr.
21 Commissioner, that the old contract had a provision
22 that both parties agree that no changes will be made
23 by either party except by mutual consent, or so long
24 as negotiations are continued. This was a part of
25 the old contract.

26 THE COMMISSIONER: So that really
27 you're not in a position to do anything?

28 MR. HISTED: Well one point I would
29 like to make here and I will try to be brief.

30 THE COMMISSIONER: Well it isn't

1 relevant.

2 MR. HISTED: It isn't relevant about
3 the fact that five men are discharged and so on?

4 THE COMMISSIONER: I think we've given
5 you quite an opportunity to present this. It is some-
6 thing that is in the past and the only interest to us
7 is the manner in which primarily the professional
8 enters the scene and the matter of hiring strike-
9 breakers. That is all that is important.

10 MR. HERITAGE: This is a very important
11 point, sir. I feel it is an inequity and imbalance
12 of power where the company has an injunction restrict-
13 ing the number of pickets so that they can
14 bring in strikebreakers and be encouraged to bring
15 them in and it immediately throws it out of balance.

16 THE COMMISSIONER: I suppose if you
17 can't bring them in and if you can't have a picket line
18 then things ought to be satisfactory.

19 MR. HERITAGE: Well there's enough
20 economic pressure on both parties, the employees are
21 losing their wages and the company is losing their
22 profits, so they've got to start saying well if we
23 don't get together both of us are going to lose in
24 the long run.

25 THE COMMISSIONER: And I think that is
26 reasoning well.

27 MR. POLLOCK: Of course in the union
28 situation and you were getting strike pay and you
29 suggested that in some of the places in the United
30 States they would get some strike insurance.

1 MR. HERITAGE: Not only in the United
2 States Mr. Pollock with all respect. I am quite sure
3 and I have no proof and I don't like to make state-
4 ments unless I can present proof but it was available
5 to the publishers in Canada and I am quite sure that
6 if they were in the situation like that they would
7 take advantage of it.

8 THE COMMISSIONER: Can unions obtain
9 strike insurance?

10 MR. HERITAGE: No we haven't. We've
11 always taken the position that we take care of our
12 own members.

13 THE COMMISSIONER: Well then you're
14 in a better position than your employers.

15 MR. HERITAGE: Along these lines there
16 is one more comment I would like to make and which I
17 feel would help it - negotiations to avoid the crisis.
18 Under the Ontario Act now the compulsory conciliation
19 procedure, I find from my experience of the last ten
20 or twelve years in this business that the biggest
21 actually
22 deterrent to a strike/happening is the threat of a
23 strike. And the procedures to be expedited in
24 negotiations at the conciliation stage. Now under
25 the present Act we have to go to a conciliation
26 officer stage and then we have to go to a conciliation
27 board stage.

28 THE COMMISSIONER: Not necessarily.
29 The Minister can refuse

30 MR. HERITAGE: Yes and this is the
point I want to make sir. My experience since this

1 has come into being, this new application of the Act
2 where the conciliation officer can recommend that no
3 board be set up and then you can continue with the
4 officer and if you don't reach an agreement then
5 fourteen days after his report goes into the Minister
6 we are in a free position. Well unfortunately the
7 way the Act - the Act doesn't spell it out but this
8 will happen, it just says that it can happen.
9 Unfortunately ^{it is} / our experience that if political
10 pressure can be applied in some cases where the
11 officer has recommended from his experience with the
12 same employers that no board be set up, yet a board
13 is set up and yet in other cases where the officer
14 recommends no board be set up then there is no board
15 set up.

16 THE COMMISSIONER: Well that can be
17 taken by the Minister in a certain period.

18 MR. HERITAGE: Yes, but I would say
19 that I have found from my experience in Canada and
20 take the province of Quebec or Saskatchewan, or in
21 Nova Scotia, where the setting up of a conciliation
22 board is an option that both parties could agree to,
23 that we have got settlements faster and the chances
24 of a strike have been deterred because the length of
25 time has not been drawn out. In Quebec, I negotiated
26 in Quebec in 1959, in Quebec City it took twenty-
27 eight months and it became a very tense situation
28 under the old Act. But since they have envoked the
29 new Act in Quebec where it is a renewal of agreement,
30 you have sixty days from the date of applying for

1 conciliation and you meet with a conciliation officer.
2 He is an appointee, supposedly unbiased, in many cases
3 they do a very good job. And you both know from the
4 day you sit down with him that at the end of sixty
5 days time is going to run out and you better get your
6 heads together and work it out.

7 THE COMMISSIONER: You think that has
8 worked well?

9 MR. HERITAGE: It has worked very well
10 in Nova Scotia and worked very well in Quebec in my
11 experience and it has worked very well in Saskatchewan
12 in my experience. And in Ontario where they have
13 recommended a no board, and I have had three of them
14 recently, we have been able to get agreements because
15 these conciliators are doing this every day. They are
16 civil servants where in the case of Conciliation
17 Boards with no reflection we have some very good men
18 as Chairmen of Conciliation Boards, but sometimes
19 there's a tendency that while they are not doing this,
20 they get an awfully high pay for doing this and it
21 has a tendency that they recommend no board. They
22 are not doing this as a living in this case, and we
23 find that / ^{at} Conciliation Officer stage if there was
24 more of this well we could have / ^{the} pressure on both
25 parties at the officer stage I think there would
26 be less chance of a strike.

27 MR. POLLOCK: I suggest as a footnote
28 to what you said that the threat to strike is more
29 important than the strike itself. I think you are
30 in the same position as a duelist with a single shot.

1 As long as you aim that gun before you pull the
2 trigger that the pressure is on the other fellow.
3 After you have shot and missed him then there is no
4 pressure at all. This is of course what happened in
5 the Toronto case when the newspapers found out that
6 they could print and run their business without you.
7 The strike weapon disappeared.

8 MR. HERITAGE: Just to reflect and I
9 don't want to beat a dead horse because we have gone
10 over this all the time, but the sequence of events,
11 you have to look at the Toronto situation that here
12 they had no trouble for many years and all the
13 Unions were collective in collective bargaining and
14 they reached an agreement in September as the evidence
15 shows. Then all of a sudden other issues came up and
16 the other Unions went and signed their contract
17 because they didn't know about these issues at the
18 time. So now the employer - we had to deal with all
19 the Unions and there was a big club there, he couldn't
20 divide them because they could close his newspaper
21 down, they were now separated and he had one Union
22 right where he wanted them. So all the frustrations
23 that he might have had over the years he said "ah I can
24 correct them now." So what happened was on January 1st
25 they started January training, training these people
26 as the records will show as we look back. So then
27 they pushed it to try and get some of the things back
28 that were lost through the years and then I think it
29 got a little out of hand and then it went past the
30 stage and it's just like when you go on strike and

1 you put someone in a box with six sides on it and
2 it is very hard to get out of it because people have
3 then
4 pride and/it gets deeper and deeper and deeper and
5 this is the situation. So they took advantage of
6 it.

7 THE COMMISSIONER: I have one more
8 question. You say if the injunction had been given
9 that you would have been able to hold that influx of
10 workers off?

11 MR. HERITAGE: We feel in Toronto that
12 the only way they would have got in is possibly a lot
13 of them wouldn't have got in unless the police had
14 escorted them in.

15 THE COMMISSIONER: But how would you
16 prevent them by peaceful means?

17 MR. HERITAGE: A large picket line
18 of course.

19 THE COMMISSIONER: What do you mean
20 by that? That you would have that line so close
21 together in units that nobody could get through?

22 MR. HERITAGE: In cases we would
23 have that line, but of course they have to part to
24 let trucks through.

25 THE COMMISSIONER: It is really by
26 physical obstruction.

27 MR. HERITAGE: I guess it can't be
28 denied if you have a mass picket line there the people
29 look at it and say well I'm not going to take a chance
30 of crossing but a lot of these people from the other
provinces certainly wouldn't want to cross because

1 of that.

2 THE COMMISSIONER: Well you've answered
3 my question, thank you.

4 MR. POLLOCK: How many days after the
5 strike was commenced was the injunction granted?

6 MR. HERITAGE: It must have been three
7 weeks and I have a copy of the injunction somewhere.

8 MR. POLLOCK: So they operated without
9 an injunction for three weeks?

10 MR. HERITAGE: Yes, but don't forget
11 the strikebreakers from the other provinces didn't
12 come in then. They weren't in the buildings until
13 after the injunction. And here's another inequity
14 of the courts and with all respect, sir. Normally
15 the Unions do not have to appear at the granting of
16 the injunction. Their lawyers can attend. Well I
17 attended a couple of them and at this one in
18 particular we had a picket line around the Telegram
19 with women and children as a psychological affect of
20 trying to get on the consciences of the people
21 crossing the line. We were told by the judge at that
22 time if we ever had women and children on the picket
23 line again that he would give a complete injunction
24 restricting all picketing. I have found with
25 injunctions, and another injunction at Oshawa the
26 judge took the position and I was there and he said
27 "well what are they giving out this week in number of
28 pickets, is it two to a door this time or three to a
29 door. You two fellows agree among yourselves". I
30 feel if they are going to grant injunctions that they

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1 should go into it in some depth as to why is an
2 injunction necessary. I actually don't believe an
3 injunction should be in labour cases but there are
4 cases where it should be because the law does provide
5 that if a person hits someone or if a person steals
6 something the police are there to do something about
7 it. They don't need an injunction to prevent it.

8 MR. POLLOCK: Well gentlemen we are
9 very obliged to you for your presentation today,
10 both written and oral, and we will certainly give
11 them serious consideration.

12 MR. POLLOCK: Would the court attendant
13 please call the Confederation of National Trade Unions
14 three times, please.

15 COURT ATTENDANT: There is no answer,
16 sir.

17 MR. POLLOCK: Having called the
18 Confederation of National Trade Unions both in and
19 out of court it is now 3:20 in the afternoon I declare
20 this session adjourned sine die.

21
22 ---Adjournment.
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BINDING SECT. OCT 20 1967

